

State of Illinois Contract - Obligation Document

FY 2015

- Please Type -

AGENCY NO. 426

FISCAL YR.	TRANSACTION CD	CONTRACT / OBLIGATION NO.	TRANSACTION DATE	NINE DIGIT TAXPAYER IDENTIFICATION	LEGAL STATUS
2015	2110	0915008	09/24/2014	[REDACTED]	04
CONTRACT ACTION		CLASS CODE	GOVERNOR'S RELEASE NO.		
1. <input checked="" type="checkbox"/> NEW 2. <input type="checkbox"/> CHANGE		<u>3</u> <u>0</u>	POSTED 2		
APPROPRIATION ACCOUNT CODE		OBLIGATION AMOUNT			
001-42609-1200-0000		3656250.00			
			MULTIPLE YEAR CONTRACT		MAXIMUM CONTRACT AMOUNT
			FROM <u>09/25/2014</u> TO <u>09/24/2019</u> Month/Day/Year Month/Day/Year		31281250.00
			CURRENT FISCAL YEAR CONTRACT		ANNUAL CONTRACT AMOUNT
			FROM <u>09/25/2014</u> TO <u>06/30/2015</u> Month/Day/Year Month/Day/Year		3656250.00
					Reimbursement Expenses Included
			MULTIPLE YEAR CONTRACT AMOUNT		YEAR 2 - 7 (AND OVER)
			2	6500000.00	3
			5	6500000.00	6
			3	6500000.00	4
			6	1625000.00	7

DESCRIPTION

ESTABLISH OBLIGATION FOR GPS AND ELECTRONIC DETENTION MONITORING
 SERVICES FOR ILLINOIS DEPARTMENT OF CORRECTIONS PAROLEES
 DOC 1245, PBC# 14-83751
 CONTRACT ATTACHED
 DUE TO THE BUDGETARY CONSTRAINTS THIS CONTRACT IS OBLIGATED AT 75%
 OF ESTIMATED FY15 COST
 SUBJECT TO THE AVAILABILITY OF FUNDS APPROPRIATED BY THE CURRENT
 GENERAL ASSEMBLY

RECEIVED

SEP 30 2014

PUBLIC SAFETY
SHARED SERVICES

SEP 25 2014

SOURCING/CONTRACT
MANAGEMENT

METHOD OF COMPENSATION	Procurement Information	TRAVEL EXPENSES
(If Multiple Rates, Specify) <u>W</u> PER <u>MR</u> (RATE) (TIME)	Award Code <u>B</u> Publication Date <u>06/03/2014</u> Reference # <u>22032981</u> Subcontractor Utilization (Y/N) <u>Y</u> Subcontractor Disclosure (Y/N) <u>Y</u>	YES <u>NO</u> <u>X</u> AMOUNT ADVANCE PAYMENT YES <u>NO</u> <u>X</u>

JAYNE SEITZ <u>(V)</u> PREPARED BY	09/24/2014 DATE	CORRECTIONS DEPARTMENT OF CONTRACTING AGENCY/DIVISION
<u>[Signature]</u> AUTHORIZED BY	7-26-14 DATE	CORRECTIONS DEPARTMENT OF FILING AGENCY/DIVISION

ILLINOIS DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

ADMINISTRATIVE ORDER

IN COMPLIANCE WITH ADMINISTRATIVE ORDER NUMBER 1 (1997), THE
FOLLOWING SIGNATURES ARE AFFIXED AND BECOME A PART OF THE
AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF CORRECTIONS AND

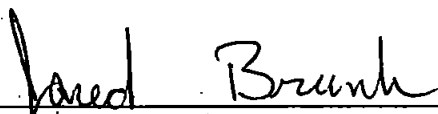
BI Incorporated

CONTRACT SERVICES: To provide GPS/Electronic Monitoring Services 2

ANNUAL CONTRACT AMOUNT: Estimated Amount for FY2015- \$6,500,000.00

CONTRACT NUMBER: TBA

APPROVED

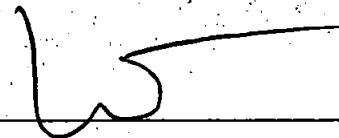


DATE

9/12/14

JARED BRUNK
CHIEF FISCAL OFFICER

APPROVED

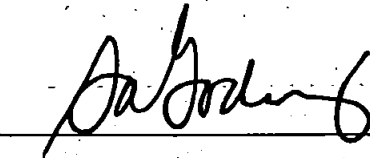


DATE

9/23/14

WILLIAM M. BARNES
CHIEF LEGAL COUNSEL

APPROVED



DATE

9/23/14

S. A. GODINEZ
DIRECTOR

PUBLIC SAFETY
SHARED SERVICES

AUG 25 2014

SOURCING/CONTRACT
MANAGEMENT

Waiver Request



Identification

Reference Number:	22032981
Agency Reference Number:	DOC001759
Agency:	DOC - Corrections
Title:	DOC GPS/Electronic Monitoring Services 2
Status:	Granted
Notice Type:	Contract Award Notice
Notice Expiration Date:	06/17/2014

Comments

History

Waiver Request document created on 6/3/2014 4:16:09 PM for Notice of type: Contract Award Notice.
Waiver granted by Joshua Floyd on 6/4/2014 3:30:10 PM

Notice



Created Date: 06/02/2014
 Created By: David E Berry

Identification

Reference Number: 22032981
 Title: DOC GPS/Electronic Monitoring Services 2

Agency Reference Number: DOC001759
 Agency: DOC - Corrections
 Purchasing Agency: DOC - Corrections
 Purchasing Agency SPO: Cindy Krebs
 Richard Welch

Status: Closed

Business Case Information

A Procurement Business Case must be created and approved by your Agency APO for all proposed transactions that have an estimated value of \$10,000 or more, in addition to all procurements of Professional and Artistic Services, regardless of its estimated value. Procurement Business Case Information will NOT be viewable in IllinoisBID.

Has a Procurement Business Case been approved: Yes
 Procurement Business Case Reference Number: 14-83751

Overview

Description and Specifications:
 GPS and Electronic Monitoring for felons and parolees

Key Information

Notice Type: Contract Award Notice
 Notice Expiration Date: 06/17/2014 MM/DD/YYYY
 Professional & Artistic: No

Small Business Set-Aside: No

Does this solicitation contain a BEP or DBE requirement?: Yes

Does this solicitation contain a Veteran requirement?: No

Date First Offered: 03/04/2014 MM/DD/YYYY

Relevant Category: Other

Total Amount of Award:

Estimated/Actual Value Description: \$65,000,000.00 (Total Dollar Value Only/Includes Any Renewal Options)
estimated cost \$32.5 million for initial 60 month term and
estimated \$32.5 million for renewal 60 month term

Length of Initial Term: (in months) 60 (numeric value only)
Contract Begin Date: 09/01/2014 MM/DD/YYYY
Contract End Date: 08/30/2019 MM/DD/YYYY
Renewal Terms: 60 months (if applicable)

Bidder(s)

Number of Responding Bidders: 2 (numeric value only)
Number of Unsuccessful Responsive Bidders: 1 (numeric value only)
Total Number Awarded: 1 (numeric value only)

Listing of All Bidders/Offerors Considered But Not Selected:
Sentinel Offender Services
Source Selection: RFP

Vendor(s) Selected for Award

[View Vendor Award Information](#)

Notice Contact

Name: Alyssa Williams-Schafer
Street Address: 1301 Concordia Court, Springfield, IL 62794
City: Springfield
State: IL
Zip Code: 62794
Phone: 217-558-2200 x6512 (nnn-nnn-nnnn)
Fax Number: 217-522-1957 (nnn-nnn-nnnn)
Email Address: alyssa.williams-schafer@doc.illinois.gov (valid email address format)

Class Code

Class Codes: 3600 Electronic Equipment & Supplies
3620 Miscellaneous; Commodities & Equipment
S130 Alarms/Emergency Services
S400 Miscellaneous Services
T100 Telecommunications

NIGP Codes

For a listing of all NIGP Codes please see the "[Illinois NIGP Code Listing](#)".

NIGP Commodity/Service
Code:

Notify Type: Send email to selected Class Codes only

Publishers

Publishers: Richard Welch

Attachments

File Attachments: • [FS7GPS-EM Services.pdf](#) (23326 Bytes)
• [FS7GPS-EM Services.doc](#) (31744 Bytes)

History

Created by user Michael Knauer 3/4/2014 3:02:03 PM
Published by Richard Welch on 3/4/2014 3:56:37 PM
Updated by user David E Berry 6/2/2014 2:24:53 PM
Updated by user David E Berry 6/2/2014 2:24:53 PM
Updated by user David E Berry 6/2/2014 2:28:43 PM
Created by user David E Berry 6/2/2014 2:28:43 PM
Published by Richard Welch on 6/3/2014 3:49:26 PM

Vendor Award Information



Created Date: 06/02/2014
 Created By: David E Berry

Identification

Reference Number: 22032981
 Title: DOC GPS/Electronic Monitoring Services 2

Vendor Selected for Award

Vendor Name: B I Incorporated
 Vendor Contact Name: Charles Prosapio
 Vendor Street Address 1: 6400 Lookout Road
 Vendor Street Address 2:
 Vendor City: Boulder
 Vendor State: CO
 Vendor Zip Code: 80301
 Vendor Phone Number: 773-640-0265
 Vendor Fax Number: 708-645-0598

Key Information

Amount of Award: \$65,000,000.00 (Total Dollar Value Only)
 Cost of Initial Term: \$32,500,000.00 (Total Dollar Amount of Initial Term)
 Cost of Renewals: \$32,500,000.00 (Total Dollar Amount of Renewals)

Percentage Values Please enter Decimal Value Only - No Percent sign .10 displays as 10%, 1 displays as 100%)

BEP Goal Amount (Percentage): 0.100
 DBE Goal Amount (Percentage): 0.000
 Veteran Goal Amount (Percentage): 0.000

Will Sub-Contractors Be Utilized? Yes

Solicitation Overview



Created Date:	03/04/2014
Created By:	Michael Knauer

Identification

Reference Number:	22032981
Agency Reference Number:	DOC001759
Agency:	DOC - Corrections
Title:	DOC GPS/Electronic Monitoring Services 2

Small Business Set-Aside: No
Does this solicitation contain a BEP or DBE requirement?: Yes
Does this solicitation contain a Veteran requirement?:

Business Case Information

A Procurement Business Case must be created and approved by your Agency APO for all proposed transactions that have an estimated value of \$10,000 or more, in addition to all procurements of Professional and Artistic Services, regardless of its estimated value. Procurement Business Case Information will NOT be viewable in IllinoisBID.

Has a Procurement Business Case been approved:	Yes
Procurement Business Case Reference Number:	14-83751
Procurement Business Case Estimated Value:	\$65,000,000.00

Overview

Revised 2nd posting of the GPS/Electronic Monitoring RFP for the Illinois Department of Corrections.

Key Information

Solicitation Type:	Request for Proposal
Category:	Other
Status:	Closed
Due Date:	04/09/2014 MM/DD/YYYY
Due Time:	3:30 PM Local Time
Date First Offered	03/04/2014(populated when published)

Solicitation Contact

Name:	Alyssa Williams-Schafer
Address:	1301 Concordia Court, Springfield, IL 62794
Phone:	217-558-2200 x6512
Fax:	217-522-1957
E Mail Address:	alyssa.williams-schafer@doc.illinois.gov

Class Code

Class Codes:

3600 Electronic Equipment & Supplies
3620 Miscellaneous; Commodities & Equipment
S130 Alarms/Emergency Services
S400 Miscellaneous Services
T100 Telecommunications

Publishers

Publishers: Richard Welch

Attachments

Attachment Overview: Specifications and vendor contract forms.

File Attachments: • **GPSElecMon2.pdf** (655666 Bytes)
• **GPSElecMon2.docx** (899983 Bytes)
(Limited to 20 MB)

History

Created by user Michael Knauer 3/4/2014 3:02:03 PM
Published by Richard Welch on 3/4/2014 3:56:37 PM

STATE OF ILLINOIS

CONTRACT

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

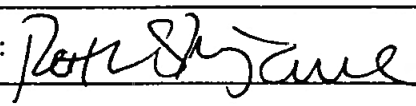
SECTION 1.	DESCRIPTION OF SUPPLIES AND SERVICES
SECTION 2.	PRICING
ATTACHMENT AA	STATE BOARD OF ELECTIONS REGISTRATION
ATTACHMENT BB	AUTHORIZED TO DO BUSINESS IN ILLINOIS
ATTACHMENT CC	ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER
ATTACHMENT DD	STANDARD TERMS AND CONDITIONS 1. CONTRACT TERM AND TERMINATION 2. PAYMENT TERMS AND CONDITIONS 3-27 OTHER STANDARD TERMS AND CONDITIONS
ATTACHMENT EE	SUPPLEMENTAL PROVISIONS
ATTACHMENT FF	SUBCONTRACTOR DISCLOSURES
ATTACHMENT GG	STANDARD CERTIFICATIONS
ATTACHMENT HH	FINANCIAL DISCLOSURES AND CONFLICTS OF INTERES
ATTACHMENT II	DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN
ATTACHMENT JJ	BUSINESS AND DIRECTORY INFORMATION
ATTACHMENT KK	REFERENCES
ATTACHMENT LL	SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS
ATTACHMENT MM	TAXPAYER IDENTIFICATION NUMBER
ATTACHMENT NN	MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION UTILIZATION PLAN

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

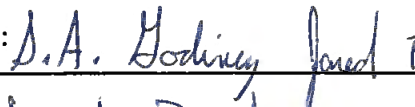
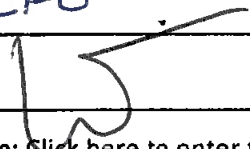
**STATE OF ILLINOIS
CONTRACT**

Electronic and GPS Monitoring PBC# 14-83751

VENDOR

Vendor Name: BI Incorporated	Address: 6400 Lookout Road, Boulder, CO 80301
Signature: 	Phone: 303.218.1000
Printed Name: Ruth Skerjanec	Fax: 303.218.1250
Title: Vice President	Email: bidsvcs@bi.com
Date: 9/12/2014	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Department of Corrections	Phone: 217-558-2200
Street Address: 1301 Concordia Court, PO Box 19277	Fax: 217-522-1957
City, State ZIP: Springfield, IL 62794-9277	
Official Signature: 	Date: 9/12/14
Printed Name: David Brunk	
Official's Title: CFO	
Legal Signature: 	Date: 9/23/14
Legal Printed Name: Click here to enter text. William Barnes	
Legal's Title: Click here to enter text.	
Fiscal Signature:	Date:
Fiscal's Printed Name: Click here to enter text.	
Fiscal's Title: Click here to enter text.	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference #

Project Title

Contract #

Procurement Method (IFB, RFP, Small, etc):

IPB Ref. #

IPB Publication Date:

Award Code:

Subcontractor Utilization? ☐ Yes ☐ No

Subcontractor Disclosure? ☐ Yes ☐ No

Funding Source

Obligation #

Small Business Set-Aside? ☐ Yes ☐ No

Minority Owned Business? ☐ Yes ☐ No Percentage

Female-Owned Business? ☐ Yes ☐ No Percentage

Persons With Disabilities Owned Business? ☐ Yes ☐ No Percentage

Other Preferences?

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**PUBLIC SAFETY
SHARED SERVICES**

AUG 25 2014

**SOURCING/CONTRACT
MANAGEMENT**

1. SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

1.1. GOAL:

In order for the Illinois Department of Corrections to operate and manage effective electronic monitoring programs, it is imperative to have a reliable vendor to provide global positioning systems (GPS) and Radio Frequency (RF) electronic monitoring equipment and related services that meet the criteria set forth in this of the document. Electronic monitoring systems include radio frequency to offender landline phone, cellular transmitter, and group monitoring equipment.

Global positioning monitoring systems will include monitoring equipment, software, and services capable of tracking the movement and location of individuals. The system must provide a secondary method to locate offenders when GPS signal is impaired, obscured, or unavailable.

The Contractor shall be responsible for supplying all training, equipment, installation, retrieval, maintenance, software, and monitoring services for an electronic/GPS monitoring program. All contract services shall be performed in accordance with the terms and conditions as set forth by the Department.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1 Contractor Specifications – Mandatory Requirements

1.2.1.1 Experience – Contractor must have at least 5 consecutive years of direct experience providing both GPS and RF electronic monitoring equipment and services to correctional, criminal justice, or law enforcement agencies.

1.2.1.2 The Contractor shall possess and demonstrate an experienced project team with appropriate skills to successfully implement and support the project. The Contractor must appoint a project manager who will be located in Illinois and whose dedicated workload will be the Illinois Department of Corrections, at no additional cost. The project manager will be the primary point-of-contact for the Agency Contract Monitor for complaint resolution, coordination of training, procedural issues, etc.

1.2.1.3 The Contractor shall agree to only propose equipment that represents the latest technology the marketplace has to offer.

1.2.1.4 The Contractor shall assume full responsibility for all services procured under this contract. The Contractor will be solely responsible for all coordination and any and all failures and deficiencies resulting from equipment for services acquired by the Department under this contract.

1.2.1.5 The Contractor is responsible for any lost or damaged equipment that may incur during normal operations of the program.

1.2.1.6 The Contractor or Subcontractor shall provide all installations, retrievals, service and repair to the equipment.

1.2.1.7 The Contractor shall be required to interface with the IDOC designated Parole Communications and Control Center (PCCC). The Contractor must have an agreement with the

PCCC with set pricing determined by the PCCC and must automate the following data with the PCCC: offender enrollments (PCCC to Contractor), offender address updates (PCCC to Contractor), offender's curfew schedule (Contractor to PCCC), alerts affiliated with RF feature of the unit (if applicable) and inclusion/exclusion violations from Contractor to PCCC, and inclusion/exclusion zones from PCCC to Contractor. Contractor shall provide a continuous monitoring system to verify that offenders remain at home during specified time periods and shall report unauthorized absences, late returns, equipment malfunctions or tampering to the PCCC for further investigation.

1.2.1.8 Project plan – Contractor must supply a detailed project plan with specific tasks, major milestones, implementation timeline, roles, responsibilities, and deliverables for the roll-out of both GPS and electronic monitoring. IDOC will review and approve/ask for modifications.

1.2.1.9 Provision of Services – The Contractor shall provide Global Positioning Systems (GPS) and RF electronic monitoring services 24 hours a day, 365 days per year.

- a. The monitoring system shall be accessible through a secure internet connection and supported by a secure database for transactional records.
- b. The service shall be inclusive of all technology, equipment, systems and related support services, data storage support services and shall be supported by twenty-four (24) hour monitoring services and staff.
- c. The Contractor shall provide, at its own expense, all systems and equipment (software and hardware) required for the service delivery, regardless of the actual number of units including but not limited to:
 - A system with a database to monitor offender activity;
 - All monitoring units (transmitter, receiver/dialer and other related equipment) to communicate location data to the contractor's system;
 - All labor, materials, equipment, cellular wireless service costs and consumables necessary to perform GPS tracking services

1.2.1.10 Status Reports –Contractor must submit weekly status reports to the Agency Contract Monitor detailing the status of each phase of the project implementation.

1.2.2 MINIMUM MANDATORY REQUIREMENTS FOR GPS

Failure to Provide Minimum Mandatory Requirements

Unless otherwise stated, all requirements are mandatory. At any time during the course of this contract, if the Contractor cannot provide the Minimum Mandatory Requirements listed in this Section, this contract may be deemed null and void.

GPS Specifications

1.2.2.1 The Contractor shall provide to the Department all tracking/monitoring equipment, software, training, installation, and other resources required to monitor offenders utilizing Global Positioning Unit monitoring systems based on direction of the Department.

1.2.2.2 Active GPS

1.2.2.2.1 If utilizing Active GPS, the system must be able to function statewide, including rural areas. The system must provide a secondary method to locate offenders when GPS signal is impaired, obscured, or unavailable and this feature should be included in the Pricing Section for the Active GPS Monitoring Units.

1.2.2.2.2 An Active GPS system must accommodate offenders with or without a home telephone (landline) being available.

1.2.2.2.3 It is the preference of the Agency for the GPS units to either have a beacon or a home monitoring unit.

1.2.2.2.4 The Active GPS system shall provide continuous location monitoring and near real-time reporting of offender locations within a range of plus or minus 25 meters. Agents shall be able to query the location of the offender when necessary.

1.2.2.2.5 Victim notification - Vendor must complete victim notifications in the event of an offender breach of area as mandated in 730 ILCS 5/5-8A-7.

1.2.2.3 Passive GPS

1.2.2.3.1 The passive GPS system shall provide continuous location monitoring of the offender's location within a range of plus or minus 25 meters. Location information shall be stored and downloaded to the central location at scheduled time periods or, minimally, at the end of each day. Department Personnel shall be able to access information via remote access to the Contractor's secure Internet website on a 24- hour-per-day basis.

1.2.2.4 Market Safety Standards - The Contractor must provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or offenders.

1.2.2.5 Durability - The Contractor shall provide all equipment that meets the highest level of ruggedness and durability available.

1.2.2.6 All equipment shall be of a technology currently in use by the manufacturer, proposer, or both and must be identified by name. The equipment proposed must be at least equal to the latest industry standards.

1.2.2.7 Transmitter

1.2.2.7.1 The Contractor shall provide a Federal Communications Commission (FCC) certified transmitter that may be securely affixed to the offender's person.

1.2.2.7.2 The transmitter's signal range under normal household conditions will have a typical range of 80-150 feet.

1.2.2.7.3 The transmitter shall emit an encrypted signal at least once every minute. The signal content shall identify the offender, power status, and tamper/removal status, and shall be encrypted to discourage duplication.

1.2.2.7.4 The device strap and circuitry shall enable the device to immediately notify the monitoring center of any case tamper, strap tamper attempt or removal from the offenders' ankle.

1.2.2.7.5 The transmitter straps shall be either adjustable to fit any size offender, or varying-sized straps shall be provided as an alternative.

1.2.2.7.6 The transmitter shall be shock resistant, water and moisture proof to at least 30 feet, and function reliably under normal atmospheric and environmental conditions.

1.2.2.7.7 The transmitter shall not pose a safety hazard or unduly restrict the activities of the offender. The strap shall be made of hypoallergenic material and not of any material that may cause injury to offender.

1.2.2.7.8 The batteries powering the transmitter shall have an operational life of at least one year and shall be easily replaced by designated personnel or a new transmitter shall be utilized as a replacement.

1.2.2.7.8.1 The transmitter shall be capable of sending a signal indicating that a low transmitter battery condition exists, a minimum of seventy-two (72) hours prior to battery failure.

1.2.2.7.8.2 The Contractor shall provide any replaceable power sources for use in the transmitter or a new transmitter.

1.2.2.8 Tracking Capabilities (one and two piece monitoring devices)

1.2.2.8.1 The Contractor shall provide an FCC certified tracking unit that must either:

- 1) Incorporate a radio frequency receiver and receive RF signals from an offender worn transmitter (two-piece unit) or
- 2) Attach to the offender as a bracelet (one-piece unit).

1.2.2.8.2 The tracking unit must have the ability to roam on other networks other than those of the Contractor's primary wireless provider. This ability must be built into the unit and must not require a changing of components.

1.2.2.8.3 The tracking unit (two piece unit) must have an adjustable sensitivity range capable of transmitting and receiving a radio frequency signal at a radius of 50 to 150 feet.

1.2.2.8.4 The communication between the tracking unit and the monitoring center should use standard or wireless cellular telephone connections and standard 110 volt AC residential current.

1.2.2.8.5 Any part of a tracking unit system (including charger stand if applicable) that requires the use of a telephone shall use standard telephone lines, wireless cellular telephones, or both to communicate between the individual monitoring units and the host central computer. If connected to a standard telephone or power line, the tracking

unit shall have internal surge protection on both the telephone line and the power source.

1.2.2.8.6 The tracking unit shall include an internal clock and a memory to store data if communication with the Monitoring Center is disrupted or if AC or backup power fails. If communication with the Monitoring Center is disrupted, the monitoring unit shall transmit stored data to the Monitoring Center or Agent as soon as communication is restored.

1.2.2.8.7 The tracking unit shall not pose a safety hazard to the parolee or others and shall function reliably under normal environmental and atmospheric conditions. It shall include surge protection for electrical and communications interfaces.

1.2.2.8.8 The tracking unit must have a with a life of up to 18 hours when fully charged, and will maintain an 18-hour life for no less than 365 recharges. The battery should be fully recharged in six hours or less.

1.2.2.8.9 The tracking unit shall be equipped with a location verification feature and a tamper notification system that alerts the Monitoring Center of any attempts to enter the unit or alter the routine operation of the unit – “near real-time” for Active GPS and downloaded upon return for the passive GPS system. The monitoring unit must have an internal tamper circuitry to indicate that it has been opened, or disconnected from AC power.

1.2.2.8.10 For the active unit, the tracking unit must transmit signals in “near real time” and must be capable of notifying the monitoring center immediately if the offender/transmitter moves out of the maximum allowable distance from the host monitoring unit.

1.2.2.8.11 The tracking unit must be able to detect if the unit is in motion.

1.2.2.8.12 The tracking unit must be able to send at least one or more of the following alerts: audio alerts, vibrations, or display text messages to communicate violation information to the offender. In the case of text messaging, the message display features shall be adjustable by Department Personnel. Department personnel must be able to send scheduled pre-defined text messages to the parolee’s tracking unit, as well as on-demand free-text messages. In the case of text messaging, the monitoring unit must include a method for parolees to acknowledge that they have received and read the messages. This acknowledgement shall be time stamped, stored, and available for Department personnel to review.

1.2.2.8.13 For the two-piece unit, the tracking unit shall have an internal rechargeable battery that will allow for continuous operation in cases of power failures or if power is interrupted. The monitoring unit shall have a battery backup source that will allow for a minimum of twelve (12) hours of continuous operation.

1.2.2.8.14 The tracking unit must have internal diagnostics that can determine if it is operating properly and it must have the ability to relay information to the central monitoring computer.

1.2.2.8.15 For Passive GPS two-piece unit, the GPS receiver must be capable of storing offender movement information for a minimum of 24 hours and upload information to Contractor's server, via landline, when placed in the Residence Interface Unit which also serves as a battery recharger. This interface unit should have its own modem capabilities.

1.2.2.9 System Requirements

1.2.2.9.1 The Contractor must provide a web-based software application that provides Department personnel with access to the Contractor's Central Host System.

1.2.2.9.2 The application must be accessible by the Department through a standard web browser interface utilizing standard HTTP protocol through a high-speed internet connection.

1.2.2.9.3 The application must utilize security protocols that will prevent unauthorized access to the system and the offender information contained therein. Contractor must have documented security incident policies and procedures and must provide a copy in this proposal. All security breaches must be reported to the Department within 4 hours.

1.2.2.9.4 The application must not require installation on Department computers.

1.2.2.9.5 The application shall be capable of retaining relevant personal information for each parolee, including name, IDOC number, address, phone number, and an approved schedule of a minimum of fifty arrivals and departures each day. The computer system must be able to accept schedules and schedule changes 24 hours a day, 7 days a week. Schedules must go into effect immediately upon entry into the system on active units or up-docking a passive system into the docking station (two-piece unit). For near real-time reporting (Active unit only) the agent can initiate a call request from the website. A message shall be sent to the unit requesting it to call and the unit shall call and transmit its current information.

1.2.2.9.6 The application must allow Department personnel and/ or PCCC to enroll, edit, or remove offenders without calling the Contractor's monitoring center.

1.2.2.9.7 The application must allow Department personnel and/ or PCCC to create, edit, delete, and apply monitoring parameters (such as schedules) for offenders.

1.2.2.9.8 The Contractor's system shall be capable of providing for multiple notifications by pager, telephone, fax, web-based reports, or email. Notifications must be able to be sent to multiple parties simultaneously.

1.2.2.9.9 The application must allow Department personnel access to multiple online reports regarding offender status, violations, etc.

1.2.2.9.10 The application must allow Department personnel to filter reports by violation/event.

1.2.2.9.11 The application must allow Department personnel to use the application to create, edit, and apply inclusion and exclusion zones.

1.2.2.9.12 The application must allow Department Personnel to create schedules for offenders and apply zones to these schedules.

1.2.2.9.13 The application must display location of the offender on an interactive map containing recognizable state, county, municipality, and street names. The mapping should include aerial views.

1.2.2.9.14 The application must display every GPS point recorded by field units.

1.2.2.9.15 The application must allow Department personnel, when viewing the GPS tracking maps, to easily zoom in and out of the mapping.

1.2.2.9.16 The application must allow Department personnel when viewing the mapping to rewind and move forward through the GPS tracking points.

1.2.2.9.17 The application must allow Department personnel to easily view the actual speed of the offender at each recorded tracking point.

1.2.2.9.18 The application must allow the Department personnel when viewing mapping to easily determine the approximate address of any tracking point.

1.2.2.9.19 The application shall provide a hierarchical login process for separate management/supervisor interface so that the District Parole Office Supervisors and Administrators may provide effective oversight of agents accessing the monitoring system. The system shall have the ability to report all access to records and to generate a report as to who is utilizing the system.

1.2.2.9.20 The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to parolee data. The system shall have an appropriate security monitoring system at multiple levels (e.g., firewall; database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action. The Department shall be made aware of any physical breach of security to any of the vendor sites.

1.2.2.10 Interface with Parole Communications and Control Center (PCCC)

1.2.2.10.1 The Contractor shall be required to notify the PCCC according to the following parameters; when an offender is in unauthorized leave status for a time period longer than 15 minutes, when an offender is out past a scheduled curfew for more than 60 minutes, when an offender leaves earlier than 30 minutes before a scheduled curfew, when an electronic monitoring device is in missed call back status for more than 60 minutes, when a GPS Active or Passive monitoring unit is without AC power for more the 30 minutes or cellular monitoring device is without AC power for more than 15 minutes. Contractor shall immediately notify the PCCC when a transmitter or home monitoring device sends a tamper alert. The IDOC reserves the right to adjust parameters as needed by the designated program contact.

1.2.2.10.2 The Contractor shall provide IDOC and the PCCC with access to their system and data via a secure web site. Other solutions may also be acceptable if the PCCC is agreeable and there is ample security. This secure access shall be the primary means for

all data communications between the contractor IDOC and the PCCC and shall serve to provide IDOC and the PCCC access to the contractor's monitoring system. The contractor shall need to provide access to their monitoring system for up to 50 simultaneous users.

The contractor's connectivity solution and monitoring system needs to be specified to provide ample response time for the PCCC at these maximum levels. It is mandatory that the monitoring system be a web-based system that would not require additional software installation. All violations received from the contractor's equipment will also need to be reported to IDOC and the PCCC. These violations should be transmitted to PCCC using a web service or agreed upon transfer solution. All data transfers to IDOC and PCCC, including violation data, need to be done across the secure connection (SSL).

1.2.2.11 Monitoring System/Facility

1.2.2.11.1 The Contractor shall maintain a physical facility that meets all applicable Federal, state and local regulations (e.g., building codes, fire and safety codes) and shall not endanger the health and safety of employees and the community.

1.2.2.11.2 The facility where the application is hosted must be a Tier II equivalent facility with N+ 1 capability for all HVAC, electrical, UPS and generator facilities. Facility must have dual instances for power and network / Internet connectivity.

1.2.2.11.3 The Contractor shall, at the Monitoring System/Facility, receive, store, and disseminate information generated by the monitoring equipment and systems described in this document. Any services provided through a sub-contractual arrangement may be performed at a separate center/facility provided that they encompass an entire system (e.g., programmed contact system; continuous GPS satellite tracking system; electronic monitoring system) and is transparent to the agent in the remote access environment. All connections shall be secure.

1.2.2.11.4 The Monitoring System and/or Facility shall be located at a secure location where access to the Center and all records is restricted only to authorized individuals.

1.2.2.11.5 Contractor shall appropriately staff the monitoring center continuously, 24 hours a day, 7 days a week. The monitoring system shall promptly detect and notify PCCC/agents of Key Event(s). In the event that remote access is temporarily inoperable, Contractor's staff shall implement a contingency to manually detect and notify agents of all key events and otherwise respond to all inquiries from agents.

1.2.2.11.6 Backup - The Contractor shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a monitoring system malfunction. A disaster recovery off-site function for all server components and replicated data must be provided.

1.2.2.12 Key Events for Monitoring System

1.2.2.12.1 To ensure compliance with Remote Location Monitoring system restrictions, the Contractor shall test for the location of offenders at specific locations, real-time with

active GPS and downloaded upon return with passive GPS. The Contractor shall notify the monitoring center of any, or all, of the following system applicable Key Events, including but not limited to:

- (1) Unauthorized absence from his or her residence.
- (2) Proximity Violation (Tracking Unit not receiving Transmitter Signal).
- (3) Equipment malfunctions (all installed components).
- (4) Tampering with equipment (all installed components).
- (5) Power degradation (electrical loss or reserve backup power low).
- (6) Location verification failure (includes loss of GPS signals).
- (7) Missed calls from the Monitoring unit (including loss of residential telephone contact for continuous remote location monitoring feature).
- (8) Unauthorized absence from a specified location or inclusion zone. (Active GPS units)

1.2.2.12.2 The Contractor shall record and store information obtained about the Key Events at a central location and allow PCCC and parole agents/supervisors remote access to set up the location parameters and schedules, and view, print, or download parolee-monitoring data, unless the system stores this data locally with the Department. All connections shall be secure.

1.2.2.13 Security Safeguards of Monitoring System Information

1.2.2.13.1 The Contractor shall specify the security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility by monitoring employees or other staff.

1.2.2.13.2 The Contractor shall provide security codes to the Department to guarantee the security of data modifications made remotely or over communications systems/lines with the monitoring system or manually on the telephone with a monitoring center employee.

1.2.2.13.3 The Contractor shall provide information on monitoring system architecture to include the hardware, software, and power source(s). This will include a description of contingency plans for system failures, such as notifying the agent. Over the duration of the contract, any changes that are made shall be communicated to the Department.

1.2.3 MINIMUM MANDATORY REQUIREMENTS FOR RF ELECTRONIC MONITORING

Failure to Provide Minimum Mandatory Requirements

Unless otherwise stated, all requirements are mandatory. At any time during the course of this contract, if the Contractor cannot provide the Minimum Mandatory Requirements listed in this Section, this contract may be deemed null and void.

1.2.3.1 General Specifications

1.2.3.1.1 The Contractor shall provide and maintain electronic monitoring services to committed felons and or parolees (hereafter "participants"). The equipment provided shall meet or exceed the specifications outlined in the following sections in order to ensure the services are maintained. The Contractor will be required to supply radio frequency (RF) and cellular and group monitoring equipment. The equipment will remain the property of the Contractor.

1.2.3.1.2 The Contractor shall provide a continuous radio frequency and/or random electronic monitoring system to verify that participants remain at home during specified time periods and shall report unauthorized absences, late returns, equipment malfunctions or tampering to the PCCC for further investigation. IDOC is not responsible for any lost or damaged equipment that may incur during normal operations of the program.

1.2.3.1.3 The Contractor shall only utilize equipment that represents the latest technology the Contractor has to offer.

1.2.3.2 Interface with IDOC and the PCCC

1.2.3.2.1 The contractor will provide IDOC and the PCCC with secure access to its system and data via a dedicated point-to-point circuit web service or an encrypted virtual private network (VPN). Other solutions may also be acceptable if IDOC is agreeable and there is comparable security to the above-mentioned solutions. This secure access will be the primary means for all data communications between the contractor IDOC and PCCC and will serve to provide the PCCC access to the contractor's monitoring system. The contractor will need to provide the PCCC access to their monitoring system for up to 50 simultaneous users. The contractor's connectivity solution and monitoring system needs to be specified to provide ample response time for PCCC at these maximum levels. The monitoring system must be a web-based system that would not require additional software installation on the client side (workstation). All violations received from the contractor's equipment will also need to be reported to the PCCC. These violations should be transmitted to the PCCC using FTP with the data in an agreed upon ASCII file format, web service or by direct database insertion using ODBC or XML. All data transfers to PCCC, including violation data, need to be done across the secure connection.

1.2.3.2.2 The Contractor will be required to notify the PCCC according to the following parameters; when a participant is in unauthorized leave status for a time period longer than 15 minutes, when a participant is out past a scheduled curfew for more than 60 minutes, when a participant leaves earlier than 30 minutes before a scheduled curfew, when an electronic monitoring device is in missed call back status for more than 60 minutes, when a RF monitoring unit is without AC power for more the 30 minutes or cellular monitoring device is without AC power for more than 15 minutes. Contractor shall immediately notify the PCCC when a transmitter or home monitoring device sends a tamper alert. The IDOC reserves the right to adjust parameters as needed by the designated program contact.

1.2.3.3 Monitoring System – Central Computer

1.2.3.3.1 The Contractor shall provide a central computer system at a secure location capable of receiving, storing and disseminating the data generated by the monitoring equipment.

1.2.3.3.2 The computer based system shall be located at a secure location. The Contractor shall provide battery back-up and/or a back-up power service such as a generator, which will minimize loss of data in event of power loss or shortage. All data must be available to the State upon request. Any data that is archived must be retrievable within 24 hours.

1.2.3.3.3 Provisions shall be made for back up of data on at least a daily basis to prevent data loss due to system failure.

1.2.3.3.4 The Contractor shall provide a contingency plan for movement to a back-up computer system in case of system malfunction, which cannot be corrected within four (4) hours.

1.2.3.3.5 The computer system shall be capable of continuously receiving and retaining all data sent by the receiver/dialer, together with the date and time of each occurrence.

1.2.3.3.6 The Contractor shall also provide a means to modify this information during regular business hours as requested by PCCC. (The majority of modifications will be made via interface developed between Vendor and the PCCC, to include offender address changes, schedules, and equipment updates. There may be a need for assistance from the Vendor for trouble shooting of equipment or inventory issues.) The Contractor will provide security codes to guarantee the security of data modification requests made over the telephone.

1.2.3.3.7 Location – Contractor's place of business and data center facilities used for this program shall be located within the United States of America.

1.2.3.3.8 Uninterrupted Operation – All systems, hardware, and software must be capable of uninterrupted operation, including building support services, such as electrical power. The monitoring center shall have a permanently installed and functioning backup power source, independent of its main power source, capable of maintaining continuous operations for a minimum of forty-eight hours in the event of power outage.

1.2.3.3.9 Redundancy – The contractor shall have a secondary (backup) monitoring center capable of providing full operational functions in the event the primary monitoring center is disabled. The secondary monitoring center shall be located sufficiently distant from the primary center that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary monitoring center.

1.2.3.3.10 Service Notice – In the event of any component of the Contractor's service becomes inoperable, the Contractor shall immediately notify the Agency Contract Manager or designee by telephone, but no later than thirty (30) minutes after service failure

1.2.3.3.11 Quality Assurance Measures – Monitoring center operations must document performance metrics and employ quality assurance measures for service delivery that include: live call monitoring, recorded call review, and corrective actions.

1.2.3.4 Monitoring Equipment – Continuous Signaling (Radio Frequency)

1.2.3.4.1 The Contractor shall provide a radio-transmitting device that shall be capable of being attached to the participant in such a manner that efforts to tamper with or remove the transmitter are immediately detectable.

1.2.3.4.2 The signal of the transmitter shall be unique to the individual to whom it is attached and have a minimum open field range of 150 feet.

1.2.3.4.3 The transmitter shall be shock resistant, water and moisture proof, and hypoallergenic.

1.2.3.4.4 The signal range of the transmitter shall be great enough to prevent false alarms yet not so great as to allow movement from the authorized site.

1.2.3.4.5 The transmitter shall be battery powered. The battery shall power the transmitter at least twelve (12) months without need for recharging or replacement.

1.2.3.4.6 The transmitter shall not pose a safety hazard to the participant.

1.2.3.4.7 The transmitter shall emit a signal at least once every 30 seconds.

1.2.3.4.8 The transmitter shall be designed to discourage tracing and duplication of the signal.

1.2.3.4.9 The transmitter and strap must have at least a dual tamper resist feature that will enable the transmitter to immediately notify the monitoring of any tamper attempt or removal from a participant's ankle. This would include severing the strap.

1.2.3.5 Monitoring Equipment

1.2.3.5.1 The contractor shall provide a home monitoring telephone device that shall be capable of being attached to the participant's telephone and telephone outlet using a standard RJ11C modular telephone connector jack or plug. Monitoring equipment shall be placed in the best possible location in residence to ensure continuous cellular and RF connection.

1.2.3.5.2 The home monitoring device must be powered by 110 volt A.C. line current with battery back-up capable of providing a minimum of 12 hours of power in the event of A.C. power loss or shortage.

1.2.3.5.3 The device must permit archival storage of all data while without AC power. Once AC power is restored all data will need to be transmitted to the central computer in chronological order.

1.2.3.5.4 The home monitoring device must be able to establish contact with the central computer whether the telephone is in use or not when a violation occurs.

1.2.3.5.5 The home monitoring device shall not pose a safety hazard for the participant or others.

1.2.3.5.6 The Contractor shall provide surge protectors if required for the remote device as per manufacturer's recommendations for that device.

1.2.3.5.7 The home monitoring device shall be designed to discourage tampering or interference with the normal operation.

1.2.3.5.8 The home monitoring device shall be capable of uniquely identifying the participant.

1.2.3.5.9 The receiver/dialer shall be capable of receiving the signal from the designated transmitter within the specified range of the authorized site without undue obstruction from metallic objects or interference from household electronic equipment.

1.2.3.5.10 The receiver/dialer shall be able to detect the following events and immediately communicate them to the central computer with the date and time of occurrence:

- a. Arrival of transmitter within range of the receiver/dialer
- b. Departure of transmitter out of range of the receiver/dialer (subject to a minimum time delay),
- c. Loss or restoration of A.C. Power,
- d. Tampering with receiver/dialer including attempts to gain unauthorized access to the internal mechanism, and disconnection and restoration of telephone services (disconnection must be communicated as soon as services are restored).
- e. Attempts to tamper with transmitter.

1.2.3.5.11 The receiver/dialer shall communicate periodically with the central computer to advise that it is functioning properly. Frequency of communication shall be every 6 hours, and adjusted upon request of the IDOC.

1.2.3.5.12 The receiver/dialer shall be programmed to have periodic location verification whereby the host computer will initiate a call to the receiver/dialer at its location. This is to occur automatically after each power failure.

1.2.3.6 Cellular Monitoring Unit and Transmitter

1.2.3.6.1 The cellular monitoring unit must meet all specification presented above for the RF monitoring device and transmitter except telephone service and location verification.

1.2.3.6.2 The cellular monitoring unit must be an integrated RF unit.

1.2.3.6.3 The cellular monitoring unit must have a minimum of 12 hours battery back-up.

1.2.3.7 Group Home Monitoring Unit (GHMU)

1.2.3.7.1 GHMU must meet all specifications presented above for the RF monitoring device and transmitter.

1.2.3.7.2 GHMU must be able to monitor up to 35 individuals through the monitoring center.

1.2.3.7.3 Offenders must be added and/or deleted from the GHMU without affecting the existing group under monitoring.

1.2.3.7.4 Ranges and time sensitivity must be able to be set individually for each offender on the GHMU.

1.2.3.7.5 GHMU should have a minimum 4000 event memory

1.2.3.7.6 GHMU must have the ability to monitor a different schedule for each participant.

1.2.3.8 Telephone Service

1.2.3.8.1 The offenders will be responsible for maintaining telephone services at their residences including installation and maintenance of telephones with RJ11-C connections. The Contractor shall provide whatever additional telephone services or accessories that may be necessary for the receiver to communicate with the monitoring system central computer.

1.2.3.9 System Requirements

1.2.3.9.1 The Contractor must provide a web-based software application that provides Department Personnel with access to the Contractor's Central Host System.

1.2.3.9.2 The application must be accessible by the Department through a standard web browser interface utilizing standard HTTP protocol through a high-speed internet connection.

1.2.3.9.3 The application must utilize security protocols that will prevent unauthorized access to the system and the offender information contained therein.

1.2.3.9.4 The application must not require installation on Department computers.

1.2.3.9.5 The application shall be capable of retaining relevant personal information for each parolee, including name, IDOC number, address, phone number, and an approved schedule of a minimum of fifty arrivals and departures each day. The computer system must be able to accept schedules and schedules changes 24 hours a day, 7 days a week. Schedules must go into effect immediately upon entry into the system.

1.2.4 Remote Monitoring Units/Drive-By Units

1.2.4.1 The Contractor shall provide remote monitoring units with a minimum range of 300 feet, capable of detecting the radio frequency signal emitted by the transmitter worn by the participant. The units shall be able to be powered by an automobile cigarette lighter type plug, with an unlimited capacity. This unit shall not only detect the presence of the participant, but also detect tampering and/or removal of the transmitter. Such units shall be supplied to each agent or supervisor designated by the IDOC. These units shall be designed for field use.

1.2.4.2 These units shall be powered by a rechargeable battery and equipped with AC power recharging cords. These units shall also be equipped with twelve-volt DC power cords for use and recharging in vehicles.

1.2.5 Installations

1.2.5.1 The Contractor shall ensure new hookups are completed within 24 hours of notification by IDOC. IDOC is responsible for notification to the PCCC of new hookups by noon to ensure installation is completed by the next day. The PCCC will in turn notify Contractor. Notification shall consist of the name; address and time for hook up.

1.2.5.2 Installer and monitoring staff shall confirm that the equipment is working properly prior to the installer leaving the home. Contractor shall confirm each new hook-up notifying the PCCC immediately after the installation is completed or upon the first entry into range if the home monitoring is installed prior to the client being released.

1.2.5.3 The Contractor is responsible for the installation, inventory and unhooking of all parolees.

1.2.6 Training

1.2.6.1 The Contractor shall provide a minimum of five (5) initial training sessions for staff members and the PCCC staff concerning the operation of the monitoring equipment and systems specified under this contract. This training shall take place in locations determined by the Department. The training shall include written instructions concerning use of the monitoring system and equipment. The training shall be conducted by a technical (non-sales) person of the Contractor.

1.2.6.2 The Contractor shall provide additional training as needed, when requested by the Agency's Contract Monitor or his/her designee. The Department shall limit such additional training sessions to those situations where the training is required to properly implement and operate the monitoring program and shall not intend to cause unreasonable cost or inconvenience to the Contractor. The training shall be provided by a technical (non-sales) person.

1.2.6.3 All on-site and off-site training provided by the Contractor under this contract (other than the answering of routine questions received over the course of performance) shall be coordinated through the Agency Contract Monitor or his/her designee.

1.2.6.4 The Contractor shall be responsible for providing the skills and knowledge necessary to implement and manage the program. The training provided by the vendor should give a thorough review of the entire operation of the system.

1.2.6.5 The vendor shall provide training manuals to the Department staff as requested.

1.2.7 Customer Service

1.2.7.1 Contractor must provide customer support, at no additional cost, which is available toll-free, 24 hours a day, 365 days per year. The support should not be supplied by a third party, but by the product manufacturer/service provider. Available support should include equipment troubleshooting, event interpretation, client status checks, application questions, and updates in the event access to a web enabled computer is not available.

1.2.7.2 All calls to the Contractor's customer support center must be recorded and recordings should be available to the Department if the need should arise for review. Recorded calls should be kept for five years.

1.2.7.3 When Department personnel call the Contractor's customer support number, if the customer support service staff cannot remedy the issue, a response should be given by the Contractor to the Department within 24 hours.

1.2.8 Overnight Delivery of Required Notices

1.2.8.1 In case of equipment or communication line failure, the Contractor shall provide delivery of required notices (alerts, daily reports, violations etc.), by overnight delivery to guarantee that no interruption in service to the Department occurs.

1.2.9 Spares and Maintenance

1.2.9.1 The Contractor shall maintain a stable inventory of equipment. In case of equipment failure, the Contractor shall be responsible for providing replacement equipment to the offender.

1.2.9.2 The Contractor shall maintain the equipment and spares in good operating condition and arrange for prompt repair or replacement. The Contractor shall be responsible for all inventory, installation and replacement of all equipment.

1.2.10 Testimony Preparation and Appearance

1.2.10.1 The Contractor shall be competent to attest to its methodology and performance in any legal proceedings if called upon or subpoenaed. If required to provide testimony, the Contractor shall send the person or persons with direct responsibility for the information requested to appear and testify on behalf of the Government. The costs of travel and any witness fees shall be paid by the Department as provided by law and are outside the scope of this contract.

1.2.10.2 The Contractor shall notify the Department (or his/her designee), and the Agency Contract Monitor, immediately upon receipt of any legal process requiring disclosure of records of parolees.

1.2.10.3 The Contractor shall, in response to a subpoena, appear and testify in any legal proceedings convened by the Court. Reimbursement for subpoenaed testimony shall be through the Department and shall be based on their witness fee and expense scheduled. The Department agrees to provide any necessary consent/release forms that Federal, state, or local law required.

1.2.11 Records and Reports

1.2.11.1 The Contractor shall maintain for inspection and examination by authorized Department personnel all offender records associated with the contract for the contract life. At the end of the contract life, all records shall become the exclusive property of the Department.

1.2.11.2 The Contractor shall provide the Agency Contract Monitor remote access to the monitoring system. The following item totals may be remotely accessed as needed by the Agency Contract Monitor:

- (1) Installations/terminations by district and offender legal status.
- (2) Monitoring units (parolees) operating at the end of each month.
- (3) Parolee schedule changes and alerts by district and case type.
- (4) Transmitters returned for repair and the repairs made.
- (5) Monitoring units returned for repair and the repairs made.
- (6) Time taken by monitoring center staff to answer agent's calls.
- (7) Alerts of specific key events.
- (8) Calls to agents.
- (9) Others as developed

1.2.12 Security and Privacy

1.2.12.1 The Contractor shall require that staff providing services specified in meet sufficient standards of integrity to ensure that:

1.2.12.1.1 The confidentiality of parolee records is not compromised.

1.2.12.1.2 Unauthorized access to the system is not allowed and no information is disclosed to any third party without written authorization of the IDOC.

1.2.12.1.3 Data generated by the monitoring system is not altered.

1.2.12.1.4 The Contractor shall make available all records relating to a participant upon and in accordance with a written request of the IDOC. Disclosure of records and discussions with staff members under this paragraph shall be on an "unrestricted communications" basis.

1.2.12.1.5 The Contractor shall ensure that all individuals having access to or custody of records understand and comply with the confidentiality requirements of this contract and Federal, State, local laws and IDOC rules.

1.2.12.1.6 The Contractor shall notify the IDOC immediately upon receipt of any legal process requiring disclosure of records of participants.

1.2.13 Disclosure of Information

1.2.13.1 Any personal or monitoring information for any participant made available shall be used only for the purpose of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

1.2.13.2 In performance of this contract, the Contractor agrees to assume responsibility for protection for the confidentiality of IDOC records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

1.2.13.3 Contractor shall not make modifications reports, procedures, or equipment without the prior approval of the IDOC. Prior to proposing such modification the Contractor shall demonstrate to the IDOC that the proposed changes have been tested and monitoring staff thoroughly trained.

1.2.14 Quality Control Program

The Contractor shall have a formal Quality Control Program in place that shall detect errors in monitoring, prevent future errors, and provide quality assurance for the services provided under this contract. The Quality Control Program shall include a routine review process that addresses all areas of the Contractor's performance, and each mandatory service described above.

1.2.15 Equipment and Service Upgrades/Improvements

Equipment and Service Upgrades/Improvements: Throughout the life of the contract, the Contractor shall provide the Department with the most recent generation of equipment. All equipment provided under this contract shall have completed final *Beta* testing and shall be ready for release by the Contractor. The Agency Contract Monitor shall approve all equipment and service upgrades or changes, in writing.

1.2.16 Monitoring Equipment – FCC Approval

The vendor shall only bid equipment and devices that have been properly registered and certified under the Federal Communication Commission Rules and Regulations. The vendor must submit, with the proposal, a complete list of the FCC ID numbers that have been approved for all of the above items.

1.2.17 MINIMUM MANDATORY REQUIREMENTS Hosted System

1.2.17.1 System Architecture – bidder's computer system architecture must be consistent with a web-based, three-tiered distributed service-oriented approach to application design and development.

1.2.17.2 Redundancy – System servers must be backed up with local near real-time redundant servers and two distant redundant servers located at a geographically redundant location that is served by separate electric providers and separate electrical grids. Redundant locations shall be served by separate telecommunications NAP's (Network Access Points) to assure data access.

1.2.17.3 System Backups – Data backups must be performed every five (5) minutes; full system backups must be performed daily; and the switchover from primary server to backup server must be automatic and immediate. An optional disaster recovery off-site function for all sever components and replicated data must be provided. The Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for off-site systems should be less than 12 hours and 4 hours respectively. The off-site redundant system should be housed at a separate geographical location (> 100 miles) in case of a catastrophic event.

1.2.17.4 System Reliability – Bidder must disclose all system failures since January 1, 2008 and must not have had a single unscheduled system outage longer than 2 hours in duration during that time span.

1.2.17.5 Emergency Readiness – Bidders must have a written Disaster Recovery Plan and make it available to Agency upon request.

1.2.17.6 Sustainability – System and monitoring servers must have at least two levels of backup power as well as multiple Internet and communications providers at local and geographically redundant facilities.

1.2.17.7 Data Security/Confidentiality – Bidder must ensure that agency data is secure across the following dynamics: physical access, network access, data access, employee access. All entries and modifications to offender information must be recorded with the associated login information.

1.2.17.8 Data Retention – Bidder must store Agency's tracking data permanently with multiple redundancies and transaction records for fast retrieval. The data must be made available to Agency within 48 hours of request, even after contract termination. The information must be available in a standard transaction file format at no charge to the Department.

1.2.17.9 Near Real-Time Updates - The database must be updated in near real-time to ensure that all data is accurate and current in the software and reports.

1.2.17.10 Service Level Agreement – The vendor must maintain and support the application through an off-site hosting service. The vendor must provide the Agency with a comprehensive Service Level Agreement (SLA) that fully describes the level of performance and allowable levels of down time associated with the hosting service.

1.2.17.11 Service Availability - The Vendor must guarantee 99.99% service availability of the hosted system measured in 5 minute intervals.

1.2.17.12 Scheduled Outages - All scheduled changes/outages must be completed between 2:00 AM and 6:00 AM on Saturday or Sunday. Vendor must publish a notice of scheduled maintenance at least 48 hours in advance via the system website. The Agency must be notified of ALL planned outages and must give approval to any outage outside the scheduled change window. The Vendor must provide monthly uptime reports to the Agency for all components of the system.

1.2.17.13 Hardware and Software Upgrades and Modifications - All software installations and upgrades of any out of the box product will be the responsibility of the Vendor. Vendor will also be responsible for upgrading other software and hardware required to maintain the hosted environment. The Agency must be notified of all future upgrades and modifications to the application, in accordance with the Service Level Agreement.

1.2.17.14 Change Management - Vendor must have documented change management policy and procedures in place and share them with the Agency upon request.

1.2.17.15 Help Desk - Vendor must provide technical support for 24/7/365 for information technology personnel (separate from Parole staff calling) for technical problems.

1.2.17.16 Escalation Policy - The Contractor must provide a published escalation policy for problems that cannot be resolved by first-line Help Desk personnel.

1.2.17.17 Emergency Contact - Emergency contact should be available during all non-business hours with a two (2) hour response time seven (7) days a week.

1.2.17.18 Audit Trail - The system must maintain an audit trail of all database transactions (add, change, delete) identifying the individual performing the transaction, the date and the time, and the original data in instances where changes are made.

1.2.17.19 Compliance Audit and Fines - Vendor is responsible for any software compliance audit and fines.

1.2.17.20 Security Audit - Vendor must perform an annual security audit, including a vulnerability assessment. Upon request from the Agency, Vendor shall provide the Agency with reports regarding security testing.

1.2.17.21 Security Incidents - Vendor must have a documented security incident policy and procedure and must provide a copy to the Agency upon request.

1.2.17.22 Confidentiality and Access - Vendor must assure confidentiality of Agency data and have policies and procedures, and processes in place to ensure confidentiality of data. Vendor will make these documents available to the Agency upon request.

1.2.17.23 Personal Information Protection Act – Vendor must comply with this Act. Illinois' Personal Information Protection Act Public Act 94-36 addresses the protection of personal information such as social security numbers, driver's license number, or credit/debit card numbers. The Act sets a policy that all public and private entities must follow in cases in which there is the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the data collector. In cases where a breach occurs, notification must be given to the individuals affected immediately after the breach is discovered.

1.2.17.24 State Ownership of Data - Vendor agrees that the State of Illinois is the owner of all data associated with the Illinois Department of Corrections maintained on these systems.

1.2.17.25 Migration of Data to Another Vendor - Vendor agrees to provide technical assistance transferring the data to a new or replacement system.

- 1.3. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS:** Please either respond in the space below or in the following prescribed format: Please address each point identified in section 1.2 in the order that they appear in this document.

Click here to enter text.

1.4. MILESTONES AND DELIVERABLES:

The Contractor will provide GPS and electronic monitoring equipment and related services that meet the criteria set forth in this document. Electronic monitoring systems include radio frequency to offender landline phone, cellular transmitter, and group monitoring equipment.

Global positioning monitoring systems will include monitoring equipment, software, and services capable of tracking the movement and location of individuals.

The selected vendor shall be responsible for supplying all training, equipment, installation, retrieval, maintenance, software, and monitoring services for an electronic/GPS monitoring program. All contract services shall be performed in accordance with the terms and conditions as set forth by the Department

1.5. OFFEROR / STAFF SPECIFICATIONS:

1.5.1 Vendor and Subcontractor staffing

1.5.1.1 Background Checks

1.5.1.1.1 The Contractor and its personnel, including volunteers, and sub-contractors may be subject to a complete background investigation by the IDOC prior to the execution of this contract, before any personnel, volunteers, or subcontractors begin to provide service for the IDOC post-execution of this contract, and at periodic times during this contract as determined by the Department pursuant to Administrative Directive 01.02.107.

1.5.1.1.2 If requested, the Contractor and its personnel shall complete in its entirety the appropriate Request for Background Investigation Information as determined by the Central Screening Unit. The request for information includes but is not limited to the disclosure of the name, date of birth, and social security number of Contractor and Contractor's employees, volunteers, and sub-contractors to facilitate background checks of individuals before any service by that individual is rendered to the IDOC. IDOC shall provide the requestor with the appropriate background investigation packet for completion.

1.5.1.1.3 A contractual personnel may be required to undergo a urinalysis or blood test if there is reasonable suspicion to believe they are under the influence of or using alcohol, controlled substances including marijuana and shall be subject to random drug testing.

1.6. TRANSPORTATION AND DELIVERY TERMS: N/A

1.7. SUBCONTRACTING

- 1.7.1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, Offeror must identify subcontractors with an annual value of more than \$50,000 and the expected amount of money each will receive under the contract in Attachment FF - Subcontractor Disclosure.
- 1.7.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Offeror shall provide the State a copy of all such subcontracts within 15 days after execution of this contract or the subcontract, whichever occurs later.
- 1.7.3. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.8. WHERE SERVICES ARE TO BE PERFORMED

- 1.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror.
- 1.8.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.
- 1.8.3. Location where services will be performed: statewide
- 1.8.4. Percentage of contract of services performed at this location: 100%

Include Section 1 and any attachments in Packet 1

2. SECTION 2 - PRICING

2.1. FORMAT OF PRICING:

2.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Request for Proposal. Offeror's price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire offer non-responsive and ineligible for award.

2.1.2. Pricing shall be submitted in the following format: The Vendor will provide its Price Proposal in accordance with the specifications provided in section 1.2 of this document. Required pricing details are shown below:

PRICING/COMPENSATION

Pricing shall be for the entire initial 5 year contract period. No alternate price proposals will be accepted.

Active GPS Monitoring Units (including a secondary method to locate offenders when GPS signal is impaired, obscured, or unavailable)

\$5.20 per unit*
(Service Plan: 1.30.A30.ZX)

Passive GPS Monitoring Units

\$4.92 per unit*
(Service Plan: 1.240.A30.ZX)

Radio Frequency Units

\$1.89 per unit

Cellular RF Monitoring and Transmitter

\$3.10 per unit

Group Home Monitoring

\$1.89 per unit

Remote Monitoring Units

\$1.00 per unit

*Please see "Supplemental Section 2 – Pricing Information" immediately following this form, for further information on our proposed Active GPS and Passive GPS service plans.

2.1.3 INVOICE

The contractor will compile a monthly invoice and must include the following:

GPS, RF landline, and RF cellular unit: Name, IDOC Number, start date, end date, days monitored, type of equipment used, cost per unit, and total.

Name	IDOC Number	Start date	End Date	Days Monitor ed	Type of Equipment	Cost per unit	Total
John Smith	R12345	4/1/13	5/1/13	30	ACTIVE GPS	7.00	210.00

PUBLIC SAFETY
SHARED SERVICES
AUG 25 2014
SOURCING CONTRACT
MANAGEMENT

For the group monitoring equipment, the report should include the location of each unit, the name, inmate number, and number of days on the unit for each participants in that group home where the unit is located. For the remote monitoring units, the report shall indicate the number of monitoring units issued to each IDOC office and the number of days in the month the IDOC had possession of the unit.

2.2. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is Estimated \$22,900,000.00.

2.3. EXPENSES ALLOWED: Expenses ☒ are not allowed ☐ are allowed as follows: N/A.

2.4. DISCOUNT: The State may receive a 0% discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5. TAXES: Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

2.6. OFFEROR'S PRICING OFFER: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.6.1. Offeror's Price for the Initial Term: Complete Section 2.1.2.

2.6.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.6.2.1. Agency/University Formula for Determining Renewal Compensation: Per section 2.6.2.2.

2.6.2.2. Offeror's Price for Renewal(s):

Active GPS Monitoring Units (including a secondary method to locate offenders when GPS signal is impaired, obscured, or unavailable)

\$5.20 per unit*
(Service Plan: 1.30.A30.ZX)

Passive GPS Monitoring Units

\$4.92 per unit*
(Service Plan: 1.240.A30.ZX)

Radio Frequency Units

\$1.89 per unit

Cellular RF Monitoring and Transmitter

\$3.10 per unit

Group Home Monitoring

\$1.89 per unit

Remote Monitoring Units

\$1.00 per unit

*Please see "Supplemental Section 2 – Pricing Information" immediately following this form, for further information on our proposed Active GPS and Passive GPS service plans.

Include Section 2 and any attachments in Packet 2

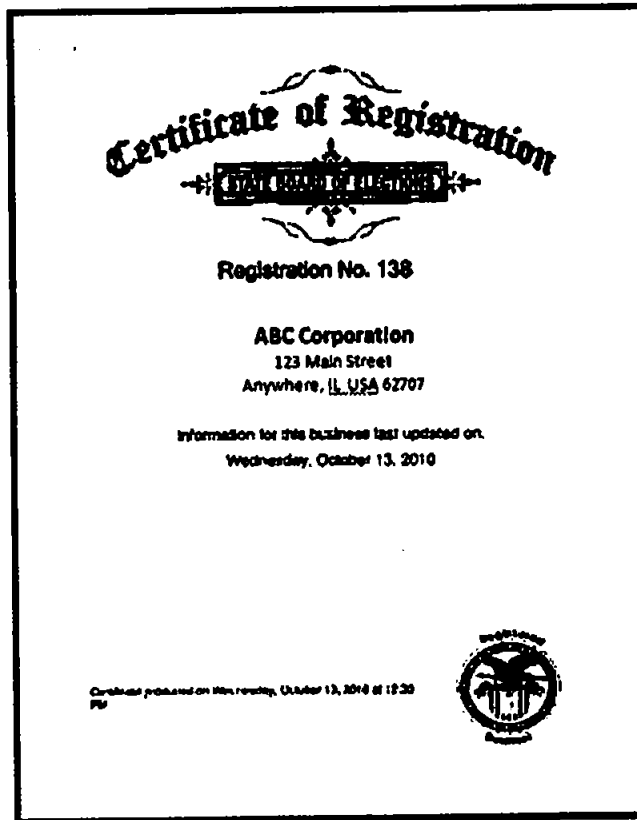
STATE OF ILLINOIS
STATE BOARD OF ELECTIONS REGISTRATION

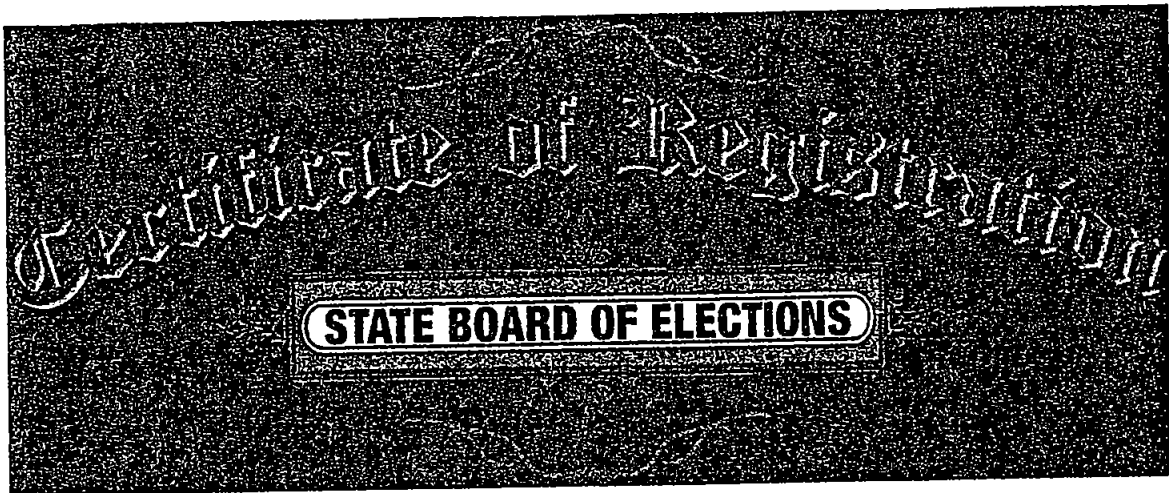
ATTACHMENT AA

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS
IS THE CERTIFICATE OF REGISTRATION**





Registration No. 14076

BI Incorporated

6400 Lookout Road

Boulder CO 80301

Information for this business last updated on:

Monday, July 01, 2013

Certificate produced on Monday, March 17, 2014 at 11:25 AM



Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 26761

Home Detention Technicians of Illinois

10836 S Kedzie

Chicago IL 60655

Information for this business last updated on:

Thursday, March 20, 2014

Certificate produced on Thursday, March 20, 2014 at 11:08 AM



**STATE OF ILLINOIS
AUTHORIZED TO DO BUSINESS IN ILLINOIS**

ATTACHMENT BB


A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #31 in the Standard Certifications – Attachment GG.

Certification #31 requires Vendor to check one of the four boxes representing its status. Two of the four options require that the Vendor attach to the Standard Certifications – Attachment GG a detailed explanation of the legal basis for its status claim. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to conduct business in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO DO BUSINESS IS THE SECRETARY
OF STATE'S CERTIFICATE OF GOOD STANDING**


File Number 776-383-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

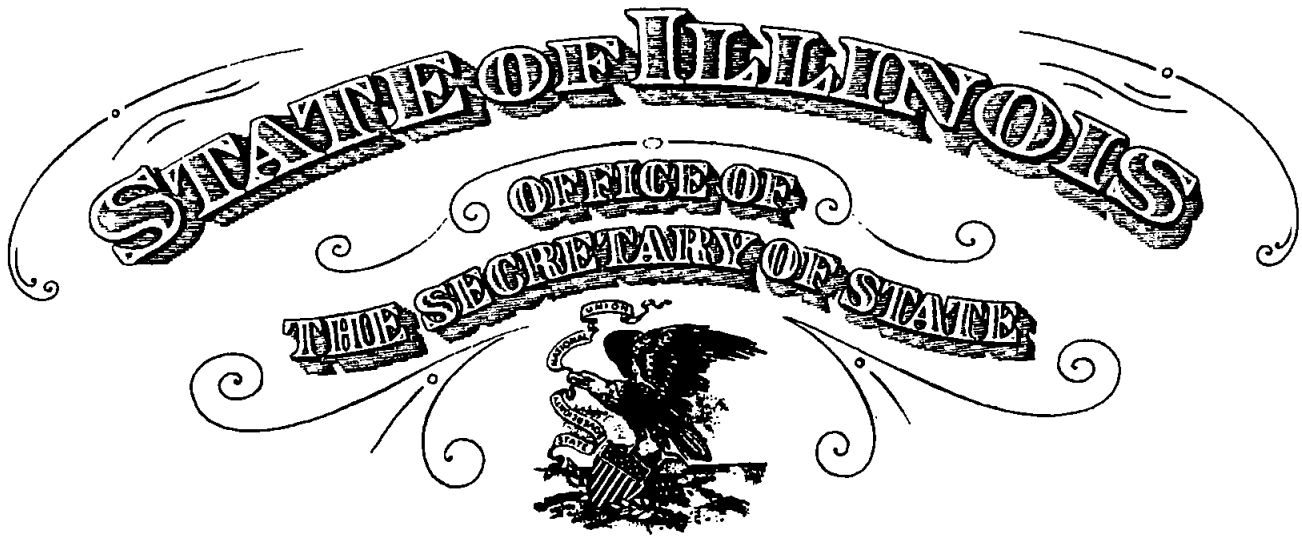
XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANACT BUSINESS IN THIS STATE ON JANUARY 20, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 77th day of JUNE A.D. 2011

Jesse White

27/06/2011 11:11



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

B.I. INCORPORATED, INCORPORATED IN COLORADO AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON SEPTEMBER 29, 1992, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1318301464

Authenticate at: <http://www.cyberdriveillinois.com>

*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 2ND
day of JULY A.D. 2013 .*

Jesse White

SECRETARY OF STATE

File Number 5882-774-6



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

HOME DETENTION TECHNICIANS OF ILLINOIS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 19, 1996, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1408603338

Authenticate at: <http://www.cyberdriveillinois.com>

*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 27TH
day of MARCH A.D. 2014*

Jesse White

SECRETARY OF STATE

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

1. If Offeror employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Offeror's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): **B.I. Incorporated.**

☐ (check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: **135984-00** Expiration Date: **6/24/2018.**

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: **N/A.**
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADMIN. CODE 750.210(a).
4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Offeror may obtain an application form by:
- 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 6.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
- 6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

ILLINOIS DEPARTMENT OF Human Rights

Pat Quinn, Governor
Rocco J. Claps, Director

IDHR #:135984-00
Date Eligible:06/24/2013
Expires on:06/24/2018

Florence Mackin
BI Incorporated
6400 Lookout Road
Boulder, CO 80301

NOTICE OF ELIGIBILITY FOR PUBLIC CONTRACTS

This Notice of Eligibility documents receipt by the Illinois Department of Human Rights (DHR) of a properly completed and signed Employer Report For (Form PC-1) filed by the above-named employer in compliance with 44 Ill Adm. Code 750/210(a). The IDHR Bidder Eligibility Number appearing above must be supplied, upon request, to contracting agencies.

The use of this Bidder Eligibility Number is restricted to the employer name above. The Department's Public Contracts Unit must be notified in writing when any change is made in the employer's name and/or address. Any significant change involving the employer's form of organization, corporate affiliation, or workforce composition must also be reported in writing and may require the filing of a new Employer Report Form. Employers should be aware that the use of any business name other than that reported to the Department on any contract bid may preclude verification of eligibility by the Department or a contracting agency and may consequently result in denial.

THE ELIGIBILITY NUMBER EXPIRES FIVE YEARS FROM THE "ELIGIBILITY DATE" APPEARING ABOVE. No additional notice of the expiration date will be provided. Eligibility for the award of state contracts may expire at an earlier date if it is relinquished by the employer or revoked by the Department after finding that a public contractor or eligible bidder has engaged in unlawful discrimination or failed to comply with affirmative action requirements mandated by the Illinois Human Rights Acts (775 ILCS 5/1/-101 et. Seq) (Act) and the public contracts portions of Department Rules (44 Ill. Admin. Code 750) (Rules). The Department may audit any eligible bidder or contractors found to have violated the Act and /or the Rules are subject to contract cancellation, bid eligibility revocation, and such other penalties as may be provided for by the Act. Issuance of this Notice does not, by itself, constitute Department approval of the employer's non-discrimination and affirmative action plans, policies, or practices.

This notice does not certify the Employer as a minority or female business enterprise, and does not constitute pre-qualification with regard to financial, insurance, or bonding capacity, or compliance with any requirement other than the bidder registration requirement referenced in the first paragraph. Employers should contact the agency with which they wish to do business for

information regarding any other requirements governing contracting with that agency.

This notice should be kept with other important business documents. Employers requiring further information regarding their duties as eligible bidders and public contractors are encouraged to contact the Public Contracts Unit at the address printed above or telephone 312-814-2431

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942

222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463

www.illinois.gov/dhr

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

Attachment CC

1. If Offeror employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Offeror's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): **Home Detention Technicians of Illinois, Inc.**

☐ (check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: **125189-00** Expiration Date: **3/25/2016**.

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: **N/A**.
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADMIN. CODE 750.210(a).
4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Offeror may obtain an application form by:
 - 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
 - 6.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
 - 6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

ILLINOIS DEPARTMENT OF
Human Rights

Pat Quinn, Governor
Rocco J. Claps, Director

IDHR #: 125189-00
Date Eligible: 03/25/2011
Expires on: 03/25/2016

Cynthia Hansen
Home Detention Techs
10836 S. Kedzie Ave.
Chicago, IL 60655

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (217) 785-5125, Housing Line (800) 662-3942
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr

STATE OF ILLINOIS

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

1. TERM AND TERMINATION:

- 1.1. TERM OF THIS CONTRACT:** This contract has an initial term of five years. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.
- 1.1.1.** In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.
- 1.1.2.** Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.
- 1.2. RENEWAL:** Subject to the maximum total term identified above, the State has the option to renew for the following term(s): 5 years.
- 1.2.1.** Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.
- 1.2.2** The State reserves the right to renew for a total of 5 years in any one of the following manners:
- 1.2.2.1** One renewal covering the entire renewal allowance.
- 1.2.2.2** Individual one-year renewals up to and including the entire renewal allowance; or
- 1.2.2.3** Any combination of full or partial year renewals up to and including the entire renewal allowance.
- 1.2.2.** Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.
- 1.3. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.
- 1.3.1.** If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
- 1.3.2.** For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.

1.4. TERMINATION FOR CONVENIENCE:

- 1.4.1. This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. 30 ILCS 500/20-60.
- 1.4.2. The State may, for its convenience and with 30 days of prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. PAYMENT TERMS AND CONDITIONS:

- 2.1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 2.2. **MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 2.3. **EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 2.4. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm>.
- 2.5. **FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 2.6. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be

required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's/university's Illinois tax exemption number and federal tax exemption information.

2.6.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send IDOC invoices to:

Agency/University:	Illinois Department of Corrections
Attn:	Chief of Parole
Address:	Chicago Heights Parole Office, 1010 Dixie Highway
City, State Zip:	Chicago Heights, IL 60411

Send IDJJ invoices to:

Agency/University:	Illinois Department of Juvenile Justice
Attn:	Deputy Director of Aftercare Services
Address:	707 N. 15th Street
City, State Zip:	Springfield, IL 62702

3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
4. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

5. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
6. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
7. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
8. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days after the declaration.
9. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
10. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and

to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

11. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
12. **INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
13. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of or joint venturer with the State.
14. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.
15. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
16. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
17. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

18. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
19. **CONTRACTUAL AUTHORITY:** The Agency/University that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency/University, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency/University that places an order with the Vendor shall have any liability to Vendor for that order.
20. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
21. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
22. **PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
23. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
24. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
25. **WARRANTIES FOR SUPPLIES AND SERVICES**
- 25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.

- 25.2.** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 25.3.** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

- 26.1.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 26.2.** By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.
- 26.3.** Vendor will provide a monthly report to the Agent Contract Monitor detailing the following:

Month, total number of participants, number of new admissions, number of reincarcerations (return to prison for any reason), an ongoing calculation of average number of participants, an ongoing calculation of total new admissions, and an ongoing calculation of total number of reincarcerated.

- 27. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

**STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS**

ATTACHMENT EE

1. Agency/University Supplemental Provisions:

☐ Agency/University Definitions

Click here to enter text.

☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

☐ American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

Click here to enter text.

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

☐ Agency/University Specific Terms and Conditions

Click here to enter text.

☐ Other (describe)

Click here to enter text.

2. Offeror Supplemental Provisions:

Click here to enter text.

**STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURES**

ATTACHMENT FF

1. Will subcontractors be utilized? ☒ Yes ☐ No

2. The maximum percentage of the goods or services that are the subject of this offer and the resulting contract that may be subcontracted is Click here to enter text..

3. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$50,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

Subcontractor Name: Home Detention Technicians of Illinois, Inc.

Anticipated/Estimated Amount to Be Paid: \$1,034,133.00

Address: 10836 S. Kedzie Avenue, Chicago, IL 60655

Description of work: Installations, inventory management, equipment maintenance

Subcontractor Name: N/A

Anticipated/Estimated Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page. All subcontracts must include the Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

4. All subcontracts over \$50,000 must include the same certifications that Vendor must make as a condition of the contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

ATTACHMENT GG

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended by Pub. Act No. 97-0895 (August 3, 2012)*.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

30. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

☐

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

☒

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal

5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.



STATE OF ILLINOIS

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT HH

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- ☒ Vendor
- ☐ Vendor's Parent Entity(ies) (100% ownership)
- ☐ Subcontractor(s) >\$50,000
- ☐ Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Electronic and GPS Monitoring 2
Illinois Procurement Bulletin Number	PBC No. 14-83751
Contract Number	N/A
Vendor Name	B.I. Incorporated
Doing Business As (DBA)	N/A
Disclosing Entity	B.I. Incorporated
Disclosing Entity's Parent Entity	The GEO Group, Inc.
Subcontractor	Home Detention Technicians of Illinois, Inc.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: N/A

**PUBLIC SAFETY
SHARED SERVICES**

AUG 25 2014

**SOURCING/CONTRACT
MANAGEMENT**

STEP 1 SUPPORTING DOCUMENTATION SUBMITTAL

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☒ Option 1 – Publicly Traded Entities

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. ☒ Attach a copy of the Federal 10-K, and skip to Step 3.

Reference CD immediately following The GEO Group, Inc. Attachment HH.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☐ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

- ☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

- ☐ Skip to Step 3.

Step 2 is not applicable to B.I. Incorporated as per the option chosen in Step 1.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X

Name	Address	Percentage of Ownership	\$ Value of Ownership
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y

Name	Address	% of Distributive Income	\$ Value of Distributive Income
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

Step 2 is not applicable to B.I. Incorporated as per the option chosen in Step 1.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE -- 2	
Name	Address
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: N/A

Step 4 is not applicable to B.I. Incorporated as there were no disclosures required in Step 2.

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

Step 5 is not applicable to B.I. Incorporated as there were no disclosures required in Step 2.

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

Step 5 is not applicable to B.I. Incorporated as there were no disclosures required in Step 2.

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

Step 6 is not applicable to B.I. Incorporated as Steps 4 and 5 were not required.

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: B.I. Incorporated

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☒ Yes ☐ No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Department of Corrections	GPS Monitoring	Contract	\$1,200,000/year	0907034
Illinois Department of Corrections	Electronic Monitoring	Contract	\$12,600,290/year	0903074
Illinois Department of Corrections	Day Reporting Center	Contract	\$3,500,000/year	0903073

Please explain the procurement relationship: Prime contractor for contract numbers 0907034, 0903074, 0903073 listed above.


STEP 9

SIGN THE DISCLOSURE

*(All vendors must complete regardless of contract bid, offer or contract value)
(Subcontractors with subcontract award value of more than \$50,000 must complete)*

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: B.I. Incorporated

Signature: 

Date: April 7, 2014

Printed Name: Michael Pharris

Title: Assistant Secretary

Phone Number: 303.218.1000

Email Address: Michael.Pharris@bi.com

STATE OF ILLINOIS

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT HH

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- ☐ Vendor
- ☒ Vendor's Parent Entity(ies) (100% ownership)
- ☐ Subcontractor(s) >\$50,000
- ☐ Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Electronic and GPS Monitoring 2
Illinois Procurement Bulletin Number	PBC No. 14-83751
Contract Number	N/A
Vendor Name	B.I. Incorporated
Doing Business As (DBA)	N/A
Disclosing Entity	The GEO Group, Inc
Disclosing Entity's Parent Entity	N/A
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: N/A

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☒ Option 1 – Publicly Traded Entities

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. ☒ Attach a copy of the Federal 10-K, and skip to Step 3.

Reference CD immediately following The GEO Group, Inc. Attachment H.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☐ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

- ☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

- ☐ Skip to Step 3.

Step 2 is not applicable to The GEO Group, Inc. as per the option chosen in Step 1.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(This section is not applicable to the GEO Group, Inc. as per the option chosen in Step 1.)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed. N/A

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

Step 2 is not applicable to The GEO Group, Inc. as per the option chosen in Step 1.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: N/A

Step 4 is not applicable to The GEO Group, Inc. as there were no disclosures required in Step 2.

STEP 4 PROHIBITED CONFLICTS OF INTEREST

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

Step 5 is not applicable to The GEO Group, Inc. as there were no disclosures required in Step 2.

STEP 5 POTENTIAL CONFLICTS OF INTEREST RELATIVE TO PERSONAL RELATIONSHIPS

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

Step 5 is not applicable to The GEO Group, Inc. as there were no disclosures required in Step 2.

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

Step 6 is not applicable to The GEO Group, Inc. as Steps 4 and 5 were not required.

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: The GEO Group, Inc.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☐ Yes ☒ No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
N/A	N/A	N/A	N/A	N/A

Please explain the procurement relationship: N/A

SUP-9
SIGN THE DISCLOSURE

(This disclosure must be signed by an authorized officer or employee of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: The Geo Group, Inc.

Signature: _____

Date: April 7, 2014

Printed Name: Shayn March

Title: VP of Finance and Treasurer

Phone Number: 561.999.7526

Email Address: smarch@geogroup.com

STATE OF ILLINOIS

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT HH

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- ☐ Vendor
- ☐ Vendor's Parent Entity(ies) (100% ownership)
- ☒ Subcontractor(s) >\$50,000
- ☐ Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Electronic and GPS Monitoring 2
Illinois Procurement Bulletin Number	PBC No. 14-83751
Contract Number	N/A
Vendor Name	B.I. Incorporated
Doing Business As (DBA)	N/A
Disclosing Entity	Home Detention Technicians of Illinois, Inc.
Disclosing Entity's Parent Entity	N/A
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: N/A

**PUBLIC SAFETY
SHARED SERVICES**

AUG 25 2014

**SOURCING/CONTRACT
MANAGEMENT**

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. ☐ Attach a copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

- ☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

- ☐ Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X

Name	Address	Percentage of Ownership	\$ Value of Ownership
Cynthia Hansen	10836 Kedzie Ave, Chicago, IL	100%	\$950,000
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y

Name	Address	% of Distributive Income	\$ Value of Distributive Income
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☒ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: N/A

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Cynthia Hansen

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☒ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☒ No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Cynthia Hansen

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Cynthia Hansen

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☒ Yes ☐ No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Department of Corrections	Electronic Monitoring	Contract	\$900,639/year	0903074
Illinois Department of Corrections	GPS Monitoring	Contract	\$167,825/year	0907034

Please explain the procurement relationship: Subcontractor for contract numbers 0903074 and 0907034 listed above.

STEP 9

SIGN THE DISCLOSURE

(All bidders must complete regardless of anticipated offer or contract value)
(Subcontractors with subcontract value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Home Detention Technicians of Illinois

Signature: Cynthia A. Hansen

Date: March 24, 2014

Printed Name: Cynthia A. Hansen

Title: President

Phone Number: 773.445.1112

Email Address: HDTI83@gmail.com

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

ATTACHMENT II

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

N/A

**STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION**

ATTACHMENT JJ

1. Name of Business (official name and DBA)

B.I. Incorporated

2. Business Headquarters (address, phone and fax)

6400 Lookout Road
Boulder, CO 80301

303.218.1000

303.218.1250

3. If a Division or Subsidiary of another organization provide the name and address of the parent

The GEO Group, Inc.
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, FL 33487

4. Billing Address

6400 Lookout Road
Boulder, CO 80301

5. Name of Chief Executive Officer

Dr. George Zoley

6. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)

Charles Prosapio

or

Scott McCool

Program Manager, Illinois

Regional Sales Manager, West

14454 Renmore Road
Homer Glen, IL 60441

6400 lookout Road
Boulder, CO 80301

708.645.0597

303.218.1056

708.645.0598

303.218.1250

Charles.Prosapio@bi.com

Scott.McCool@bi.com

7. Company Web Site Address

www.bi.com

8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)
Corporation

9. Length of time in business

35 years, incorporation date September 25, 1978

10. Annual Sales for Offeror's most recently completed fiscal year

\$141,656,000.00

11. Show number of full-time employees, on average, during the most recent fiscal year

752

12. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies: N/A

12.1 Minority (30 ILCS 575/2(A)(1) & (3))

☐ Yes

12.2 Female (30 ILCS 575/2(A)(2) & (4))

☐ Yes

12.3 Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))

☐ Yes

12.4 Disadvantaged (49 CFR 6)

☐ Yes

12.5 Veteran (30 ILCS 500/45-57)

☐ Yes

12.6 Small Business (30 ILCS 500/45-45)

☐ Yes

STATE OF ILLINOIS REFERENCES

ATTACHMENT KK

Provide references from established firms or government agencies other than the procuring agency/university that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency/University (name): Alaska Department of Corrections

Contact Person (name, email address, address, and phone): (Name): Billy Houser; (Email Address): Billy.Houser@alaska.gov; (Address): 630 G Street, Ste. 114, Anchorage, AK, 99501; (Phone): 907-761-5603

Date of Supplies/Services Provided: 1994 - Present

Type of Supplies/Services Provided: 400 BI TAD units for transdermal alcohol detection with landline and cellular based RF curfew monitoring. The Agency also uses our HomeGuard (RF); ExacuTrack One (one-piece GPS), and SoberLink2 (remote alcohol monitoring with GPS tracking) technologies. BI also provides local installation, maintenance, and de-installation services. BI Monitoring Operations provides 24x7x365 monitoring services and customer support.

2. Firm/Government Agency/University (name): Arizona Administrative Office of the Courts

Contact Person (name, email address, address, and phone): (Name): Mark Stodola
Program Services Manager; (Email Address): MStodola@courts.az.gov; (Address): 1501 West Washington,
Suite 344, Phoenix, AZ 85007-3231 ; (Phone): 602-402-0523

Date of Supplies/Services Provided: 2011 - Present

Type of Supplies/Services Provided: 300 ExacuTrack One GPS units, including use of ExacuTrack One's multiple location detection technologies and superior CDMA cellular network coverage to ensure statewide tracking. Agency personnel use BI TotalAccess for monitoring software needs, and BI Monitoring Operations provides 24x7x365 monitoring services and customer support.

3. Firm/Government Agency/University (name): North Carolina Department of Public Safety

Contact Person (name, email address, address, and phone): (Name): Hannah Rowland, Administrator, Special Operations; (Email Address): Hannah.rowland@ncdps.gov; (Address): 2020 Yonkers Road, Raleigh, NC 24699; (Phone): 919-716-3159

Date of Supplies/Services Provided: 2012 - Present

Type of Supplies/Services Provided: 2,300 ExacuTrack One GPS units and 25 HomeGuard RF units. BI provides the Agency with a dedicated Program Manager who aids in service delivery, contract performance reporting, inventory management, and customer training. Agency personnel use BI TotalAccess for monitoring software needs, and BI Monitoring Operations provides 24x7x365 monitoring services and customer support.

Offeror Name: B.I. Incorporated

Return Mailing Address: 6400 Lookout Road, Boulder, Colorado, 80301

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT LL

B.I. Incorporated agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: PBC No. 14-83751), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions: No exceptions

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency/University for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	N/A
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	N/A

By: Michael Pharris

Signed: 

Position: Assistant Secretary

Date: April 7, 2014

**PUBLIC SAFETY
SHARED SERVICES
AUG 25 2014
SOURCING/CONTRACT
MANAGEMENT**

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT MM

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: B.I. Incorporated

Business Name: B.I. Incorporated

Taxpayer Identification Number:

Social Security Number: N/A

Employer Identification Number:

Legal Status (check one):

☐ Individual

☐ Sole Proprietor

☐ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing

medical and/or health care services

☒ Corporation NOT providing or billing

medical and/or health care services

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company

(select applicable tax classification)

☐ D = disregarded entity

☐ C = corporation

☐ P = partnership

Signature of Authorized Representative:

Date: April 7, 2014

STATE OF ILLINOIS
MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION
UTILIZATION PLAN

ATTACHMENT NN

8. UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed separately within Packet 5.

B.I. Incorporated submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Minority, Female, Persons with Disability Status and Participation section of the solicitation for Electronic Monitoring/Global Position Systems Monitoring, Illinois Procurement Bulletin Reference Number 22031179. We understand that all subcontractors must be certified with the CMS Business Enterprise Program at the time of submission of all bids/offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter(s) of intent, unless mandated by federal law or regulation. 30 ILCS 575/4(e).

B.I. Incorporated makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate.

Vendor submits the following statement: Vendor has identified BEP Certified Vendor(s) to fully meet the established BEP goal and submits completed Letter of Intent as identified in Section 8.2.

8.1 DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE BEP UTILIZATION GOAL AND REQUEST FOR WAIVER

If the BEP utilization goal was not achieved, the Good Faith Efforts Procedures and Guidelines will be used to evaluate submitted utilization plans (Section 8.1.1.). Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log (Section 8.1.2.) with the bid or offer. Failure to complete Section 8.1.2. in its entirety may render the Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render the Vendor ineligible for contract award.

8.1.1.1 GOOD FAITH EFFORTS PROCEDURES AND GUIDELINES

Please read the following guidelines carefully.

Below is a checklist of items that may be used to evaluate a Vendor's Demonstration Good Faith Efforts and Request for Waiver. If any of the following items are not completed, please attach a detailed written explanation indicating why such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

- Soliciting through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. The Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. The Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Selecting portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
- Making a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiating in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- Thoroughly investigating the capabilities of BEP certified vendors and not rejecting them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in the Vendor's efforts to meet the goal.
- Making efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
- Making efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of BEP certified vendors.

- Utilize the Sell2Illinois website: (www.Sell2Illinois.gov) to identify BEP certified vendors.

7.11.1. GOOD FAITH EFFORTS CONTRACT LOG FOR SOLICITING BEP CERTIFIED VENDOR PARTICIPATION.

Use this Log to document all contracts and responses (telephone, e-mail, fax, etc.) regarding the

Solicitation of BEP certified vendors. Duplicate as needed. **It is not necessary to show contacts with BEP vendors who are identified on the Letter of Intent (as identified in Section 8.2).**

Name of BEP Certified Vendor	Date and Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached
N/A	N/A	N/A	N/A

7.12. LETTER OF INTENT (LOI) BETWEEN PRIME VENDOR AND BEP CERTIFIED VENDOR

Instructions: The responsive Vendor is required to submit a separate, signed LOI from each identified BEP certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit Home Detention Technicians of Illinois, Inc. from providing subcontractor quotes to other potential bidders/vendors. Each LOI shall include the negotiated amount/percentage and scope of work to be performed by each identified BEP certified vendor. All LOI's shall be subject to Agency/University approval.

Any changes involving or affecting identified the BEP certified vendor(s) may not be permitted without written approval of the Agency/University.

Project Name: Electronic and GPS Monitoring 2.

Project/Solicitation Number: 14-83751

Name of Vendor: B.I Incorporated.

Address: 6400 Lookout Road

City, State and Zip: Boulder, CO 80301

Telephone: 303.218.1000 Fax: 303.218.1250 Email: bidsvcs@bi.com

Name of BEP Certified Vendor: Home Detention Technicians of Illinois, Inc.

Address: 10836 S. Kedzie Avenue

City, State and Zip: Chicago, IL 60655

Telephone: 773.445.1112 Fax: 773.239.2426 Email: HDTI83@gmail.com

Type of agreement: ☒ Services ☐ Supplies ☐ Both Services/Supplies

Anticipated start date of the BEP Certified Vendor: June 1, 2014.

Proposed Subcontract Amount \$ See percentage value below or Proposed % of Contract to be performed by the BEP Certified Vendor 12%.

NOTE: In instances where the contract award amount is unknown, you must indicate the percentage of the estimated contract award that will be subcontracted to the BEP Certified Vendor.

Description of work to be performed or goods/equipment to be provided by the BEP Certified Vendor:
Dispatch services, GPS equipment installation and de-installation on parolees, GPS equipment repair, and GPS equipment maintenance and inventory management.

The Vendor and the BEP Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the BEP Certified Vendor will perform the scope of work for the price/percentage as indicated above.

Vendor (Company Name and D/B/A):

B.I. Incorporated.



Signature

Printed Name: Michael Pharris

Title: Assistant Secretary

Date: April 7, 2014

BEP Certified Vendor (Company Name and D/B/A):

Home Detention Technicians of Illinois, Inc.



Signature

Printed Name: Cynthia A. Hansen

Title: President

Date: April 7, 2014

IPB Reference Number 22032981

Date Created January 29 2014

Print Form

SPO DETERMINATION FORM**STEP #1 AGENCY PROCUREMENT METHOD REVIEW AND APPROVAL**

Agency Name DOC - Corrections

Estimated Cost of Procurement 65,000,000

Project Title IDOC/Electronic Detention and GPS Monitoring 2

Procurement Method RFP

Small Business Set-Aside (Y/N?) No

Brief Description (Include Special Conditions and existing Contract # if any action against an existing contract)

Carol O'Connor
PBC # 14-83751

5 year contract(5/1/14-4/30/19) with a 5 year renewal option(5/1/19-4/30/24).

Electronic Detention and Global Positioning System (GPS) Monitoring for IDOC/Field Services/Parolees

The IDOC is need of a contract for Electronic Detention and GPS Monitoring Services of parolees and/or committed felons. An RFP was previously done to procure both services, however the award was cancelled. This request is for a 2nd RFP which is being revised for posting. Electronic monitoring systems include global positioning systems, radio frequency to offender land line phone, cellular transmitter, and group monitoring equipment. Global positioning systems will include active and passive monitoring equipment, software, and services capable of tracking the movement and location of individuals. Emergencies/Extension contracts with BI Incorporated are currently in place for both services (EM -OB# 0913049 & GPS - OB# 0907034) while the RFP is in process. The estimated cost for both services is \$65,000,000.00 over a 10 year period. This contract is needed to ensure Public Safety to the citizens of Illinois.

Critical Contract Dates

Contract dates: 5/1/14-4/30/19, renewal dates 5/1/19-4/30/2024

APO Signature verifying submission

Jared Brunk

Digitally signed by Jared Brunk
DN: cn=Jared Brunk, o=Illinois Department of Corrections, ou=Budget & Finance,
email=jared.brunk@idoc.state.il.us, c=US
Date: 2014.01.30 07:59:08 -0600

Date January 30, 2014

SPO Signature verifying receipt

Richard Welch

Digitally signed by Richard Welch
DN: cn=Richard Welch, o=IDOC, ou=CPO/GCS, email=Richard.Welch@idoc.state.il.us,
Date: 2014.01.30 08:10:04 -0600

Date January 30, 2014

SPO Signature denying approval

Date

(APO should attach any additional documentation that may assist the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Procurement Method

The 1st solicitation was cancelled - this is for a 2nd solicitation on this RFP.

SPO Signature approving method

Richard Welch

Digitally signed by Richard Welch
DN: cn=Richard Welch, o=IDOC, ou=CPO/GCS, email=Richard.Welch@idoc.state.il.us,
Date: 2014.01.30 08:11:10 -0600

Date January 30, 2014

STEP #2 SOLICITATION REVIEW AND APPROVAL

IPB Reference Number

22032981

2.1. Agency's Submission of Draft Solicitation Document to SPO

APO Signature verifying submission

Mike Knauer

Digitally signed by Mike Knauer
DN: cn=Mike Knauer, o=Illinois Department of Corrections/Juvenile Justice, ou=Agency
Procurement Officer, email=richard.knauer@doc.illinois.gov, c=US
Date: 2014.06.03 12:12:38 -0500

Date

June 3, 2014

SPO Signature verifying receipt

Richard Welch

Digitally signed by Richard Welch
DN: cn=Richard Welch, o=IDC, ou=CPD/CIS, email=Richard.Welch@illinois.gov, c=US
Date: 2014.03.04 15:55:43 -0600

Date

March 4, 2014

SPO Signature denying approval

Date

SPO's Comments/Recommendations regarding Approval/Disapproval of Draft Solicitation

2.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

2.3. SPO's Publishing of Solicitation on Illinois Procurement Bulletin

SPO Signature approving Draft Solicitation

Richard Welch

Digitally signed by Richard Welch
DN: cn=Richard Welch, o=IDC, ou=CPD/CIS, email=Richard.Welch@illinois.gov, c=US
Date: 2014.03.04 15:56:10 -0600

Date

March 4, 2014

Date Published

March 4, 2014

Date Opening

April 9, 2014

STEP #3 NOTICE OF INTENT TO AWARD REVIEW AND APPROVAL

IPB Reference Number

22032981

3.1. Agency's Creation of Notice of Award in Illinois Procurement Bulletin

Notice Type Contract Award Notice

Date Created

APO Signature verifying submission

Mike Knauer

Digitally signed by Mike Knauer
DN: cn=Mike Knauer, postalCode=Department of Corrections/Juvenile Justice,
ou=Illinois Procurement Office, email=Mike.Knauer@state.il.us
Date: 2014.06.03 13:18:49 -0500

Date June 3, 2014

SPO Signature verifying receipt

Richard Welch

Digitally signed by Richard Welch
DN: cn=Richard Welch, o=Illinois Procurement Office of General Services,
email=Richard.Welch@state.il.us
Date: 2014.06.03 15:46:49 -0500

Date June 3, 2014

SPO Signature denying approval

Date

(APO shall attach additional documentation that assists the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Draft Notice

3.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

3.3. SPO's Publishing of Intent to Award on Illinois Procurement Bulletin

SPO's Signature approving Draft Notice

Richard Welch

Digitally signed by Richard Welch
DN: cn=Richard Welch, o=Illinois Procurement Office of General Services,
email=Richard.Welch@state.il.us
Date: 2014.06.03 15:45:58 -0500

Date June 3, 2014

Date Published June 3, 2014

Date Closing June 17, 2014

3.4. SPO's Reasons for Contract Award Decision

The SPO sets forth the reasoning for the contract award decision by checking the appropriate box below.

- ☒ The rationale described by the purchasing agency in the recommendation to award and executive summary seems reasonable, and serves as the basis for the contract decision.
- ☐ The contract was procured through the Invitation for Bid process, and the contract has been awarded to the lowest priced responsive and responsible bidder.
- ☐ The contract is an amendment germane to the original contract, reasonable in size and scope, and in the best interest of the State. The award decision is based on the purchasing agency's justification presented in their request for amendment.
- ☐ The contract is a renewal in accordance with the terms of the existing contract. The award decision is based on justification presented by the purchasing agency in their request for renewal.
- ☐ Other (Description here)

STEP #4 CONTRACT REVIEW AND APPROVAL

IPB Reference Number **22032981**

4.1. Agency's Provision of Contract to SPO

Contract Number

APO Signature verifying submission

Mike KnauerDigitally signed by Mike Knauer
DN: cn=Mike Knauer, o=Illinois Department of Corrections/Juvenile Justice,
ou=Agency Procurement Officer, email=richard.knauer@doc.state.il.us, c=US
Date: 2014.08.25 11:49:09 -0500Date **August 25, 2014**

SPO Signature verifying receipt

Richard WelchDigitally signed by Richard Welch
DN: cn=Richard Welch, ou=EC, ou=CPO/CL, email=Richard.Welch@dcis.gov, c=US
Date: 2014.08.26 13:03:20 -0500Date **August 26, 2014**

SPO Signature denying approval

Date

SPO's Comments/Recommendations regarding Approval/Disapproval of Contract:

This procurement incurred a Protest ... which the Protest was resolved, wherein the CPO decided in favor of the Agency and denied the Protest submitted/filed by the competitor (Sentinel). Related documents are in the procurement file - backup docs submitted by protester are in electronic files retained by the APO.

4.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

4.3. SPO's Approval for Contract Execution

SPO's Signature approving Contract

Richard WelchDigitally signed by Richard Welch
DN: cn=Richard Welch, ou=EC, ou=CPO/CL, email=Richard.Welch@dcis.gov, c=US
Date: 2014.08.26 12:07:07 -0500Date **August 26, 2014**

Date the SPO signs the Contract

Date

Procurement Business Case Print Report

Request ID 14-000000083751
Project Title GPS/Electronic Monitor Srvcs 2
Status Under Review - Award
sub Released by OMB
Requesting Agency DOC-Corrections
Agency Reference Number
Creator Name Carol O'Connor
Procurement End User Procurement Resource Grp
APO Name Michael Knauer
APO Phone (217) 558-2200 x 4103
APO Email Michael.Knauer@doc.illinois.gov
Relevant Category IT
Detail Object Code 1245 Professional and Artistic Services NEC
Will a Solicitation/Bid be posted to IPB? Yes
Will a Notice be Posted to IPB? Yes
In which fiscal year is procurement to begin? 2014
Is this a multi-year (exceeds 12 months) contract? Yes
Contract for legal related services (CPO #33) No
Nature of Request IT
Enter the Original Contract Number
Procurement Approach RFP
Special Condition None
Potential Small Business Set Aside? No
Potential BEP / VBP Participation Goal? Yes
Code S400
Class Miscellaneous Services

ARRA Federal No
Recovery Funded
CFDA #
Federal Project Title

SPO Name Richard Welch

SPO Phone (217) 558-3880

SPO Email Richard.Welch@illinois.gov

Work Log MBRAR 6/3/14 11:56:36 AM

Button Pressed Approve MBRAR 6/3/2014 11:56:35 AM

MKNAUER 6/2/14 4:48:21 PM

Button Pressed Vendor Selected MKNAUER for \$32,500,000.00 Total (Vendor Award = Yes) 6/2/2014 4:48:21 PM

MKNAUER 6/2/14 4:48:14 PM

Button Pressed Post to IPB MKNAUER 6/2/2014 4:48:13 PM

MKNAUER 6/2/14 4:48:10 PM

revision to IPB

MKNAUER 6/2/14 4:46:47 PM

completed IPB tab

MKNAUER 6/2/14 4:36:24 PM

Corrected award amount for the entire 5 year contract and 5 year renewal.

DBERRY3 6/2/14 2:09:34 PM

modify award info tab

DBERRY3 6/2/14 2:05:32 PM

modify award info tab

DBERRY3 6/2/14 2:04:13 PM

modify award info tab

DBERRY3 6/2/14 1:50:53 PM

complete award info tab

Remedy Application Service 2/24/14 2:57:58 PM

Procurement Released by OMB

MBRAR 2/24/14 2:57:57 PM

Button Pressed Approve MBRAR 2/24/2014 2:57:57 PM

Remedy Application Service 2/24/14 2:08:18 PM

Approved by PM.

craig.holloway 2/24/14 2:08:18 PM

Button Pressed Approve craig.holloway 2/24/2014 2:08:18 PM

james.ellenberg 2/24/14 9:26:58 AM
routed

Remedy Application Service 2/14/14 4:28:42 PM
Approved by IT/Telecom.

jonelle.brent 2/14/14 4:28:41 PM
Button Pressed Approve jonelle.brent 2/14/2014 4:28:42 PM

randy.anderson 2/3/14 10:47:28 AM
Button Pressed Approve randy.anderson 2/3/2014 10:47:27 AM

randy.anderson 2/3/14 10:47:22 AM
Button Pressed Approve randy.anderson 2/3/2014 10:47:22 AM

JCOX4 1/31/14 1:51:13 PM
Button Pressed Approve JCOX4 1/31/2014 1:51:11 PM

Remedy Application Service 1/31/14 1:48:40 PM
Approved: APO approval level.

JCOX4 1/31/14 1:48:38 PM
Button Pressed Approve JCOX4 1/31/2014 1:48:38 PM

COCONNOR 1/30/14 4:29:49 PM
Button Pressed Start Approval COCONNOR 1/30/2014 4:29:49 PM

Type of Contract Agency-Specific Contract

Expected Start Date 5/1/14

Expected End Date 4/30/19

**Is the Expected Start
Date Firm?** No

Number of Renewals 1

**Total Term (in
Months)** 120

**Total Value for
Maximum Length of
Contract** 65,000,000.00

**Total Value Funding
Sources** 65,000,000.00

These Values are: Estimated

**Is Third Party
Financing Required?** No

Programmatic Objective To procure services for Global Positioning System (GPS) & Electronic Detention Monitoring Services (EM) for the Illinois Department of Corrections. These systems provide the Agency with the ability to track offenders released into the community and monitor the whereabouts of offenders to confirm they

are within the parameters set by the supervising agents. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.

Economic Justification The contract will ensure that committed felons and/or parolees have continuous Electronic Monitoring (EM) through radio frequency (RF), cellular and group monitoring equipment and Global Positioning System (GPS) monitoring. Currently these services are provided in 2 separate contracts, both with BI Incorporated. The Vendor must provide services to track at least 2,500 participants with a potential of 5,000 participants for Electronic Monitoring and an average of 375 participants on Global Positioning System monitoring. The Vendor must also provide a Central Computer System which will receive, store and immediately disseminate the data generated by the monitoring equipment to designated Department personnel. The system must run continuously and be monitored by the vendor on a 24 hours per day, seven days per week basis. The Department will not purchase the equipment for use by the vendor - the awarded vendor must maintain all equipment and systems necessary to provide the requested services. This service is a necessary function of the Illinois Department of Corrections operations.

History/Background Both Electronic Monitoring (EM) and Global Positioning System monitoring (GPS) services have been provided by the same vendor, BI Incorporated, under 2 separate contracts. The Illinois Department of Corrections would like to do one RFP for a vendor to provide both services under one contract. EM had been in place for ten years, with the original dates of 04/01/03-3/31/08 and a renewal for 4/1/08-3/31/13, (Obligation number 0903074). In waiting for the original RFP to be awarded after protest, an emergency and extensions have been necessary to continue the services (#0913049). GPS services were originally awarded for a total of 6+ years (01/01/07-9/29/09, 9/30/09-9/29/13) (Obligation number 0907034) and an extension on this contract is currently in place to provide time for this RFP to be published and a contract awarded. The original PBC for the 1st RFP was initiated under PBC 13-75998.. The renewal PBC for Electronic Monitoring was 08-31852; the original procurement did not require a PBC. The original PBC # for Global Positioning System monitoring was 07-18956 and the renewal PBC was 10-53024.

Brand Name

Emergency

Emergency Rationale

Sole Source

Sole Source Question

1

Sole Source Question

2

Sole Source Question

3

Sole Source Question

4

Sole Source Question

5

Sole Source Question

6

Sole Source Question

7

State Use**Governance Required?** Yes**Account Charge****Comments****Charter Required?** No**Charter Approved?** Yes**Was this Approved with Conditions?** No**Conditions****ARB Approval Required?****IPB Reference Number** 22032981**DateSolicitation Posted to IPB** 3/4/14**Bid Opening Date** 4/9/14**Bid Opening Time** 3:30:00 PM**Bid Opening Location** Illinois Department of Corrections16301 Concordia Court
Springfield, IL 62702**Project Contact Person** Alyssa Williams Schafer**Project Contact Phone** 217-558-2200 x6512**Project Contact Fax** 217-558-2200**Project Contact Email** ALYSSA.WILLIAMS-SCHAFER@doc.illinois.gov**Date Award Posted****Notice Expiration Date****Conference Date****Conference Time****Conference Location** IDOC/ISU Conference Rm
Spfld, IL**Conference Mandatory** Yes**Award Justification** The contract will ensure that committed felons and/or parolees have continuous Electronic Monitoring (EM) through radio frequency (RF), cellular and group monitoring equipment and Global Positioning System (GPS) monitoring.

Please complete the following information/required fields for
CONTRACT AWARD NOTICE

Identification

IPB Reference Number: 22032981 DOC001759
Purchasing Agency: Illinois Department of Corrections

Business Case Information

Procurement Business Case Reference Number: 14-83751

Overview:

Description and Specifications: Global Positioning Systems and Electronic Monitoring Services for committed felons and/or parolees

Key Information

Professional & Artistic: No
Small Business Set-Aside: No
Does this solicitation include a BEP Requirement? Yes
Date Solicitation First Offered – March 4, 2014
Relevant Category – General Services
Total Amount of Award *(includes any renewal options)*: \$65,000,000.00
Estimated /Actual Value Description: Estimated
Length of Initial Term: 60 months
Contract Begin Date *(date format)*: September 1, 2014
Contract End Date *(date format)*: August 31, 2019
Renewal Terms: One 5-year renewal
Cost of Initial Term: \$32,500,000.00
Cost of Renewals: \$32,500,000.00
Will Sub-Contractors Be Utilized?: yes
Bidder(s)Number of Responding Bidders: 2
Number of Unsuccessful Responsive Bidders: 1
Total Number Awarded: 1

Listing of All Bidders/Offerors

Considered But Not Selected:	<u>VENDOR NAME</u>	<u>BID AMOUNT</u>	<u>BEP %</u> <u>(if applicable)</u>
	Sentinel	multiple item bid	10%

Source Selection:

RFP

Class Code(s):

3600, 3620, S130, S400, T100

Vendor Award Information

Vendor Name: BI
Vendor Contact Name: Charles Prosapio
Vendor Street Address 1: 6400 Lookout Road
Vendor Street Address 2:
Vendor City: Boulder
Vendor State: Colorado
Vendor Zip Code: 80301
Vendor Phone Number: (773) 640-0265
Vendor Fax Number: (708) 645-0598
BEP %: 10%